



A G E N D A

OCONEE COUNTY COUNCIL MEETING

January 16, 2018

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- January 2, 2018 Regular Meeting

Administrator Report & Agenda Summary

Proclamation 2018-01

Proclamation 2018-01 Celebrating Oconee County's Sesquicentennial Birthday

E. Morris Oconee County Conservation Bank Board Easement Funding

OCCB UNANIMOUSLY REQUESTED APPROVAL ON DECEMBER 18, 2017
FOR COUNCIL TO APPROVE FUNDING OF \$12,500.00 FOR EASEMENT.

Public Hearings for the Following Ordinances

Third Reading of the Following Ordinances

Second Reading of the Following Ordinances

Ordinance 2017-32 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

Ordinance 2017-33 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE LAKE OVERLAY DISTRICT WITH PARTICULAR REFERENCE BEING MADE TO THE NATURAL VEGETATIVE BUFFER; AND OTHER MATTERS RELATED THERETO."

First Reading of the Following Ordinances

Ordinance 2018-04 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR COMMERCIAL STRUCTURES; AND OTHER MATTERS RELATED THERETO.”

[Commercial Structure Setback Language]

First & Final Reading for the Following Resolutions

Resolution 2018-01 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC ACCESS AREA LEASE AGREEMENT BETWEEN DUKE ENERGY CAROLINAS, LLC, AS LESSOR AND OCONEE COUNTY, AS LESSEE; AND OTHER MATTERS RELATED THERETO.”

[High Falls County Park Access]

Resolution 2018-02 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC ACCESS AREA LEASE AGREEMENT BETWEEN DUKE ENERGY CAROLINAS, LLC, AS LESSOR AND OCONEE COUNTY, AS LESSEE; AND OTHER MATTERS RELATED THERETO.”

[South Cove County Park Access]

Discussion Regarding Action Items

Board & Commission Appointments *(IF ANY)* *[Seats listed are all co-terminus seats]*

- Building Codes Appeal Board**..... 1 At Large Seat
- Conservation Bank Board**.....District II
- Board of Zoning Appeals**.....District V

Unfinished Business *[to include Vote and/or Action on matters brought up for discussion, if required]*
[None scheduled.]

New Business *[may include items which may be scheduled for final action at a future meeting, if required]*
[None scheduled.]

Council Committee Reports

- Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....*[01/09/2018]*
- Transportation / Mr. Hart.....*[01/09/2018]*

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] “to receive legal advice and discuss a possible claim against the County and/or others regarding ownership of a certain parcel of real property located within Oconee County.”

[2] “discussion regarding an Economic Development matter, Project Golden.”

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

Council’s meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council’s Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council’s agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council’s agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council’s Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council’s rules.



Public Comment
SIGN IN SHEET
6:00 PM

January 16, 2018

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
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None

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION 2018-01

A PROCLAMATION CELEBRATING OCONEE COUNTY'S SESQUICENTENNIAL

WHEREAS, Oconee County was formed in January 1868 from the Pickens District, and Walhalla became the county seat; and

WHEREAS, Oconee County is located in the northwestern corner of South Carolina on the edge of the Blue Ridge Mountains, and takes its name from the Cherokee word "Aconnee" meaning "land beside the water," a reference to the many rivers running through the area, including the Chattooga, a nationally designated "Wild and Scenic" River. Oconee County is unique in that it is named after a Cherokee village and not its county seat; and

WHEREAS, Oconee County includes five municipalities: Salem, Seneca, Walhalla, West Union and Westminster, and the unincorporated areas of Fair Play, Long Creek, Mountain Rest, Newry, Richland, and Tamasee; and

WHEREAS, Oconee County's citizens possess a rich and diverse cultural heritage, a strong sense of patriotism and community service, and these traditions remain strong and contribute to the vitality of the community; and

WHEREAS, Oconee County is further unique in that a rare wildflower, the Oconee Bell, was first recorded in the 1780s by French botanist André Michaux when it was shown to him by his Cherokee guides. The Oconee Bell continues to flourish along the Blue Ridge Escarpment of northern Oconee County; and

WHEREAS, Oconee County was recognized in 2015 by *National Geographic* as a "Destination of a Lifetime" and one of the world's "50 last GREAT places;" and is blessed with abundant natural resources, breathtaking scenery, five rivers and four man-made lakes which provide exceptional recreational opportunities. Further, Oconee County is culturally significant as it is home to seven (7) museums and twenty-two landmarks identified on the National Register of Historic Places; and

WHEREAS, Oconee County is blessed with economic vitality and supports its sixty (60) industries and 1,500 small businesses; and

WHEREAS, Oconee County is commemorating its 150th anniversary with residents, employees, government officials, and friends gathering in celebration.

NOW, THEREFORE, Oconee County Council hereby designates January 29, 2018 as Oconee County's Sesquicentennial Birthday.

APPROVED AND ADOPTED this 29th day of January 2018.
OCONEE COUNTY, SOUTH CAROLINA

Oconee County Council

District I / Chair: Edda Cammick; District II: Wayne McCall; District III: Paul A. Cain
District IV / Vice Chair: Julian Davis; District V / Chair Pro Tem: J. Glenn Hart
Administrator: T. Scott Moulder



Oconee County Conservation Bank
PROPERTY OWNER
STATEMENT OF INTEREST FORM
Oconee County, South Carolina

Property Owner Name Morris Family Revocable Trust

Property Owner Address 299 Pearson Road, Tamassee, SC 29686

Eligible OCCB Recipient Name and Address Upstate Forever
507 Pettrigru Street
Greenville, SC 29601

Property Owner Telephone Numbers Home: 8649442342
Cell: _____
Work: _____

Description & Size of Your Property in Acres:
This project site is over 25 acres of mostly hardwood forest. The site is bounded by Mill Creek and its tributary.

General Location of Your Property:
In general, the project site is located north of Highway 11, east of Highway 130, adjacent to State Foresty land.

Oconee County Tax Map Number[s] *required* 036-00-02-007; 036-00-02-008

Your Property's Unique Characteristics:
The project site's proximity to forestry land and Mill Creek, together with the goal to preserve the native habitat makes this property a valuable refuge to the actively managed forestland.

THIS STATEMENT OF INTEREST, AS PRESENTED, REPRESENTS A BINDING PROPOSAL. ANY APPROVAL, CONDITIONAL OR FINAL, IS CONTINGENT UPON THE LANDOWNER'S FULFILLMENT OF ANY AND ALL PLEDGES AND PROPOSALS AS PRESENTED IN THE APPLICATION. IN ADDITION, I HAVE RECEIVED AND READ BOTH THE "KNOW WHAT TO EXPECT" AND "PROCESS" FORMS ATTACHED TO THIS DOCUMENT.

May 18, 2017
Date

Elaine L. Morris, trustee
Signature of Landowner

Your signature acknowledges receipt of and a full understanding of the "Know What to Expect" [pg. 3] and the "Process" [pgs. 4-5] Forms.

Completed Form to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

or
via email to: ksmith@oconeesc.com



Oconee County Conservation Bank Application for Funding

Oconee County, South Carolina

Completed Application to be forwarded to:

Oconee County Conservation Bank Board
c/o Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

OR

via email to: ksmith@oconeesc.com

SECTION I

I. General Information:

Acquisition type: Fee Simple X Conservation Easement

Landowner's Name

Morris Family Revocable Trust

Mailing Address:

299 Pearson Road, Tamassee, SC 29686

Daytime Telephones

(864) 944-2342

Eligible OCCB Recipient Seeking Funding
(See Oconee County Ordinance 2011-16, Section II,G)

Name of Organization

Upstate Forever

Authorized Agent Name:

Scott Park

Mailing Address:

507 Pettrigru Street, Greenville, SC 29601

Daytime Telephones

(864) 250-0500 x26

II. Property Information

Legal Description

County: Oconee

Tax Map # 036-00-02-007, 036-00-02-008

Assessor's Plat & Lot Numbers:

MapPlatB A909 MapPlatP 7 ; MapPlatB P60 MapPlatP 377

Deed Reference [Book & Page]

1829/81

Current Zoning Classification

unzoned

Location on County Map (attach copy as **EXHIBIT A**)

Brief description of property including:

a. Total Acres

about 26.26 ac

b. Total Forested

about 25 ac

c. Total Cleared / Open

about 0.64 ac

d. Total Wetlands

about 0.6 ac

e. Creeks and/or Rivers

over 1,550 feet along Mill Creek

Please include any surveys, USGS maps, directions, county locator map, or any other pertinent information.

III. Miscellaneous Information:

Who is the Party responsible for managing the land?

Name Elaine Morris

Address: 299 Pearson Road, Tamassee, SC 29686

Telephone Number 864 944-2342

Who is responsible for enforcing any conservation easements or other restrictions on this property?

Name Upstate Forever

Address: 507 Pettigru Street, Greenville, SC 29601

Telephone Number 864 250-0500

IV. Adjoining landowners.

Adjoining landowners must be notified of this grant request by Oconee County ordinance. Please attach an affidavit that all adjoining landowners have been notified.

Scott Park

Signature of Eligible OCCB Recipient (Applicant)

August 1, 2017

Date

Section II
To be filled out by the landowner

1. Has the Eligible OCCB Recipient seeking funding notified you in writing:
(See Oconee County Ordinance 2011-16, Section VII)
- a. That interests in land purchased with trust funds result in a permanent conveyance of such interests from the landowner to the eligible trust fund.
- yes no
- b. That it may be in the landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.
- yes no
2. Are there any existing liens, mortgages, or encumbrances that currently exist on this property?
- yes no If yes, please explain below:

Oconee County Conservation Bank—Landowner Inspection Consent Agreement.

I, Elaine Morris, as the landowner or landowner's agent agree to allow inspection, or appraisal if necessary, of the property being presented to the OCCB Board for consideration. I agree to allow authorized or designated agent or staff to inspect this property as may be required. Reasonable notice of inspection will be given.

Elaine Morris
Signature of Landowner/Agent

July 5, 2017
Date



Affidavit

I hereby attest and affirm as follows:

1. I am the Land Conservation Director of Upstate Forever, the eligible recipient and applicant for a grant for the Oconee County Conservation Bank to acquire a conservation easement on the tracts described in the application submitted herewith.
2. I have delivered written notification of the application to the owners of all properties that adjoin the tracts that are the subject to the application.
3. I have delivered written notification of the application to the owner of the property subject to the application and notified the landowner:
 - a. that interests in land purchased with trust funds results in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or its assignees, and
 - b. it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Scott Park
Scott Park

Sworn to before me this 01
day of August, 2017
Arutcher H. Wilson
Notary Public for South Carolina
My commission expires: 10. 29. 25

Section III

To be filled out by the Eligible OCCB Recipient seeking funding (Applicant)

Organization Name Upstate Forever

Address 507 Pettigru Street, Greenville, SC 29601

Daytime Telephones (864) 250-0500 x 26

Contact Person Scott Park

Organization EIN Number: 57-1070433

NOTE: You are required to attach certification that this is a charitable not-for-profit corporation or trust authorized to do business in this state; whose principal activity is the acquisition and management of land for conservation or historic purposes and which has tax-exempt status as a public charity under the Internal Revenue Code of 1986 or Certification that the applicant is an otherwise qualified entity under Oconee County Ordinance 2011-16, Section II and Section VII.

How will you be able to complete the project and acquire the interests in the proposed lands?

The landowner has agreed to pursue granting a conservation easement to Upstate Forever. In turn, Upstate Forever will steward the property in perpetuity.

How many total acres of lands or projects have you preserved in this State? In this County?

Upstate Forever currently has 110 conservation easements in South Carolina, and of those sites, 21 are located within Oconee County.

Briefly describe the lands your organization has preserved in this State, and then County, including their size, location and method of preservation. Note: this section need not be complied with for specific preserved lands if the privacy or proprietary interests of the owners of such preserved lands would be violated.)

Upstate Forever holds easements on 20,989 acres within the ten-county Upstate South Carolina region as well as Polk County, NC. Nearly 4,430 acres are preserved in Oconee County alone. Upstate Forever only holds and stewards conservation easements without owning the land.

Has the Eligible OCCB Recipient notified the owner of the land that is the subject of the potential OCCB grant of the following in writing? (See Oconee County Ordinance 2011-16, Section VII)

a. That interests in land purchased with trust funds result in a permanent conveyance of such interests in land from the landowner to the eligible trust fund recipient or it assignees.

Yes, to both a. and b. Please see Exhibit C and preceding affidavit.

b. That it may be in the landowner's interest to retain independent legal counsel, appraisals and other professional advice.

Note: Applications not having affirmation that the notice requirement of this section has been met will not be considered for funding requests.

Does the Eligible OCCB Recipient or the landowner have a general summarized land management plan for this proposal? If so, please attach.

_____ yes X no

Explain how the Eligible OCCB Recipient intends to enforce the easement restrictions on this proposal, if a conservation easement is proposed. Attach additional sheet if necessary.

Upstate Forever stewards its inventory of easements on an annual basis. If a landowner fails to report management of the site outside of the permissions in the easement, then corrective action would be pursued as stated within the easement.

Does the Eligible OCCB Recipient agree that OCCB funds may only be used for the acquisition of interests in land including closing costs and not for management, planning, staffing, or any costs not associated with the purchase of interests in lands?

yes no

Does the Eligible OCCB Recipient have reasonable documentation to support this request?
Please attach.

The proposal will not be considered without adequate substantiation of estimated Fair Market Value and a qualified and competent appraisal establishing fair market value and/or the value of the proposed easement will subsequently be required prior to closing
(See *Omaha County Ordinance 2011-16, Section VII.B.1*)

yes no

What is the amount of support sought for this proposal?

\$ 25,000

Explain how this proposal will satisfy the Criteria listed in Sections Four and Five of the ensuing pages. (Please attach a narrative of what your intended plans are and how you plan to accomplish them.)

Scott Park

Signature of Authorized Agent for Eligible OCCB Recipient (Applicant)

A. Hatcher H. Wilson

Notary Signature

My commission expires 10.29.25



Protecting Land & Water | Advancing Education | Granting

Morris Property, Tamassee, SC

Environmental Condition, Site Management, Implementation Process, Market Value

Environmental Condition

The NRCS observed the following values of the Morris Property on July 12, 2017:

Environmental features

- Frontage on USGS Blue Line Stream and associated wetlands.
- Water quality classification of such stream by the South Carolina Department of Health and Environmental Control.
- Presence of threatened/endangered species.
- Habitat suitable for threatened/endangered species.
- Habitat suitable for native wildlife species.
- Extent of biological diversity.
- Presence of unique geological/natural features.

Historic/cultural features

- Contains historic homestead with an intact stone fireplace and stone pilings

Site Management

The landowner agrees to maintain the site in accordance with the conservation easement. Upstate Forever, as the Grantee of the easement will steward the site in perpetuity on an annual basis as well as advise on any proposed impacts to the habitat and aquatic resources. Our active stewardship program aims to observe and monitor any activity on the site in relation to the conservation easement. Our responsibility also includes directing any mitigation to damaged conservation values (habitat, river, soil, scenic value) on the property.

Implementation Process

Prior to executing the conservation easement, Upstate Forever conducts an in-depth site visit and compiles a baseline report that documents the current condition of the

site. The NRCS statement documenting the environmental condition will also be included in the baseline study.

From the time of a successful easement closing, Upstate Forever will monitor the site on an annual basis. Any proposed changes to the site may require written plans to Upstate Forever prior to executing, especially if those changes affect one of the conservation values listed in the conservation easement. Our goal is to work with the landowner to preserve and/or enhance the natural resources on the site according to the easement. Upstate Forever insures our conservation easements against any legal liabilities and challenges. Furthermore, Upstate Forever will continue to maintain its accredited status with the Land Trust Alliance. Both the insurance and accredited status aid in a robust, process oriented, stable system of support for land trusts and the properties they hold and maintain easements.

COMPLETE SELF CONTAINED
QUALIFIED APPRAISAL REPORT

FOR

The Morris Family Revocable Trust

FOR PROPERTY LOCATED

Pearson Road

Tamassee, South Carolina

Prepared By

Michael Phillips

July 2, 2017

LETTER OF TRANSMITTAL

July 9, 2017

**The Morris Family Revocable Trust
C/O Elaine Morris
299 Pearson Road
Tamassee, SC 29686**

I have conducted a complete, self contained appraisal of the real estate located along Pearson Road near Tamassee, South Carolina as you requested and submit my findings in this letter. The appraisal was made for the purpose of expressing an opinion of the market value of a conservation easement donation as of July 2, 2017. This property is in the name The Morris Family Revocable Trust dated March 17, 2011 and contains approximately 26.26 acres of land at Pearson Road, Tamassee, South Carolina. When there are no sales of similar easement-encumbered parcels, federal tax law requires comparison of the property prior to the donation of the easement and the fair market value after donation of the easement as well as consideration of any offsetting increase in value of other property owned by the donor or family of the donor. The difference is the value of the easement. The attached report is a "qualified appraisal report" as that term is defined in applicable Internal Revenue Service regulations and was prepared for use in connection with the donation. It has been researched and written in conformity with the requirements of the Code of Professional Ethics of the Appraisal Foundation and the Uniform Standards of Professional appraisal Practice. The report is subject to assumptions and limiting conditions contained in the report. My fee has not been based in whole or in part upon a percentage of the appraised value, nor has my fee in any way been made contingent upon the appraised value. The attached report was prepared for your use and for submission to the Internal Revenue Service as evidence of the value of a charitable donation of a conservation easement. It is not to be distributed to or relied upon by others without my written permission. This letter must remain attached to the report in order for the value opinion set forth herein to be considered valid. In my opinion, the fair market value of the conservation easement as of the date of the report is:

FIFTY-EIGHTTHOUSAND ONE HUNDRED DOLLARS

(\$58,100.00)

Respectfully submitted,



**Michael Phillips
1514 Breazeale Road
Easley, SC 29640**

Section IV
Conservation Criteria
Oconee County Ordinance 2011-16, Section VI
Information to be considered in filling out the application

1. Does the property contain or adjoin wetlands? Yes ____ No X
Minimal wetlands are associated with the Mill Creek stream bank.
If yes, please attach certification by USACOE or NRCS.
2. Does the property contain or adjoin a USGS Blue Line Stream or Lake?
Yes, Mill Creek and a tributary makes up property boundaries. Please see Exhibit D.
If yes, please provide USGS topographic map showing such stream or lake in relation to property.
3. Does the property contain or adjoin Water Classified as either (i) Outstanding Natural Resource Water (ii) Outstanding Resource Water or (iii) Trout Water, by South Carolina DHEC.
Yes, Mill Creek is considered trout water by DHEC. Please see Exhibit E.
If yes, please provide evidence of such classification by SC DHEC.
4. Does the property currently contain threatened or endangered species or habitat suitable for threatened or endangered species?
Yes. Please see Exhibit G.
If yes, please provide a certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species existence on the property or of such habitat suitability.
5. Does the property currently contain native wildlife species or habitat suitable for native wildlife species?
Yes. Please see Exhibit G.
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property of such habitat suitability.
6. Does the property currently contain special or concentrated biodiversity?
Yes. Please see Exhibit G.
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such biodiversity on the property.
7. Does the property currently contain a unique geological feature, such as a mountain, rock outcropping, waterfall or other similar feature?
No.
If yes, please provide substantial evidence (e.g. Statement from a qualified agency or professional, etc.) of such geological feature on the property.

8. Does the property share a boundary with other Protected Land? For purposes of this question, "Protected Land" includes any land or byway substantially protected from development or designated as scenic or protected through any federal, state, or local act.

(a) If yes, what percentage of a boundary is shared with such Protected Land?

_____ 1%-25%

X 26%-50%

_____ Greater than 50%

(b) If yes, please describe the Protected Land and present a legible map showing such Protected Land in relation to the property. The protected land is owned by SC Dept of Forestry and contains a tributary of Mill Creek that connects the main water course by way of the subject property. Please see Exhibit H.

9. Does the property contain any of the following pre-historic or historic features or designations?

(a) Listing on the National Historic Register? If yes, please provide a letter or other evidence from the Department of the Interior demonstrating such listing.

(b) Eligible for listing on the National Historic Register? If yes, please provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility.

No designations, but the site has the remains of a historic homesite including fireplace and foundation piers.

(c) Contains historic or pre-historic structures? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the structure(s) on the property.

See photos in Exhibit J.

(d) Contains a site of historic or pre-historic significance? If yes, please provide evidence in the form of photographs and statement of a qualified agency or professional describing the site(s) on the property.

10. Does the property contain fifty percent (50%) or greater surface area of soils classified as Prime or Important by the State of South Carolina?

(a) If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina? Less than 50%

_____ 50%-60%

_____ 61%-75%

_____ Greater than 75 %

(b) If yes, please provide a legible soil overlay map showing such Prime or Important soil types upon the property.

11. Has the property been Actively Farmed as defined under one of the following qualifications?

(a) The landowner has filed IRS Form Schedule F in the previous two tax years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application;

None. (b) The landowner has filed IRS Form Schedule F in seven of the last ten years? If yes, please provide evidence of such tax filings and a notarized statement affirming that such farming activities pertained to the property referred to in this application; or

(c) The landowner can produce documentation demonstrating that the landowner has produced significant agricultural products in Oconee County in the last two years? If yes, please provide such documentation and a notarized statement affirming that such farming activities pertained to the property referred to in this application.

12. Does the property allow public viewing:

(a) ...from a Federal, State or County maintained road? If yes, please provide documentation describing precise location of point along a Federal, State or County Road where property is visible. Include a photograph taken from this point.

No, not planned viewing like a scenic overlook, but is adjacent to a public right-of-way.

(b) ...from any other public access land or waterway? If yes, please provide documentation describing precise location of point along such public access land or waterway where property is visible. Include a photograph taken from this point.

13. Does the property provide a Scenic View to the public or help maintain the Scenic Nature of an area in the County? For purposes of this question, a Scenic View includes mountain, river, lake, forest, pasture, agricultural and other pastoral views which are viewable by the public from a public roadway or other publically accessible area.

Yes, the view of the hardwood forest from Pearson Road, a county-maintained road, will be forever preserved. If yes, please provide photograph evidence to support the Scenic View, a description of the Scenic View and a description of the specific locations with map references from which the public may observe the Scenic View.

Please see Exhibits F and H.

14. Does the proposal for the conservation project on the Property allow...

(a) ...Limited Access by the public to the property? For purposes of this question, Limited Access means any access which is less than access on a year round and continual basis, but allows access by the public for some limited time or seasonal period(s).

No, only visual access is provided from the public right-of-way.

If yes, please provide documentation supporting such Limited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public.

(b) ...Unlimited Access by the public to the property? For purposes of this question, Unlimited Access means any access which provides the public access to the property on a year round and continual basis and, additionally, requires that such access is (or will be) communicated to the public.

No. If yes, please provide documentation supporting such Unlimited Access, including any formal agreements with agencies or groups authorized to use the property, a description of the use(s) permitted and the times or seasons when the property will be accessible by the public. In addition, please provide evidence that the Unlimited Access is (or will be) reasonably communicated to Oconee County citizens.

15. Is the property located in any one or more of the following locations? If yes, for each such location please provide an aerial map and supporting documentation which demonstrates such location in relation to the relevant municipality or other land.

- (a) Is the property located within or adjacent to land of the United States Forest Service, a South Carolina State Forest, a State Park, a County Park or a Park of Municipality located in Oconee County, South Carolina? Yes, Exhibit H.
- (b) Is the property located within 1 mile of a municipality? No.
- (c) Is the property located from 2-5 miles of a municipality? Yes, Salem; Exhibit A.
- (d) Is the property located greater than 5 miles from a municipality? Yes.

16. What is the approximate size (in acres) of the property? Please provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation.

The property is approximately 26.26 acres according to the Oconee County online geographic information system map. Please see Exhibit I.

Section V - Financial Criteria
Oconee County Ordinance 2011-16 Section VI
Information to be considered in filling out the application

1. (a) What is the Total Market Value of the proposed conservation project? \$58,100
(Total Market Value for a fee simple project is the total fair market value of the property as supported by a current appraisal. Total Market Value for a conservation easement project is the value of the conservation easement as determined under the methods prescribed in IRS Treasury Regulations 1.170A-14(h) as supported by a current appraisal.)

(b) What is the amount of the grant requested from the OCCB? \$20,200

Based on the figures above, what is the total percentage of funding requested for the project from the OCCB. *(Divide Sum (b) by Sum (a) to Find Percentage)?* 35%

2. Please list and describe any other grants, contributions or gifts from any non-governmental agencies, groups, entities or individuals which will support the proposed conservation project?
The landowner intends to donate 65% of the easement value, but also requests consideration for reimbursing estimated costs associated with the closing totally about \$4,800.

For any listed grant, contribution or gift, please provide evidence or a written pledge of such support from the relevant non-governmental party.

3. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost? Parcel:

- X is available at a low cost per acre
- X is available from a willing seller at a reasonable price

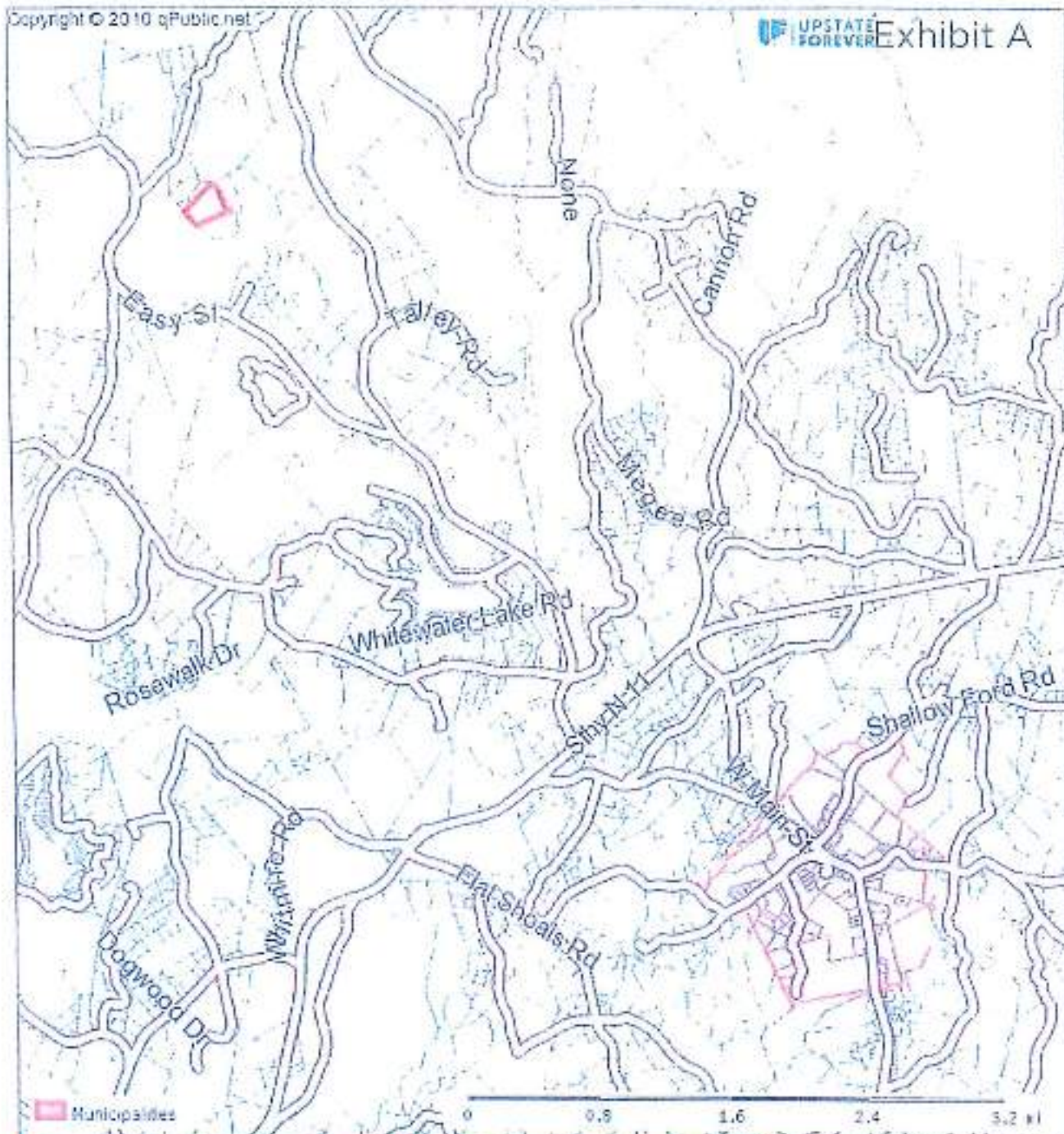
4. How does the proposal leverage OCCB funds by including funding or in-kind assets or services from other governmental sources?

Have matching funds of any kind or services-in-kind been applied for or received? Grant funding from the Pete and Sally Smith Foundation provided staff time to compile this application and meet with the landowner. Furthermore, NRCS has graciously helped to characterize site resources. Please explain and described the in-kind services or amount of financial support applied for or r received. Please also provide written documentation to support such application or receipt of such support. To date, more than \$600 has been spent for this project from the foundation. Exhibit G documents NRCS's work on the site.

5. Please describe any other financial advantage of the proposed conservation project which helps ensure that the project represents a good use of limited OCCB funds and/or provides a good return on investment for the citizens of Oconee County?

Please explain any other such financial advantage and provide documentation to support your answer to this question.

This project represents an opportunity to connect State forest with Mill Creek via a willing landowner at a fraction of the cost that would otherwise would be incurred through a fee simple purchase.



Municipalities

Distance to Salem, SC

Parcel: 036-00-02-007 Acres: 15

Name:	MORRIS FAM REV TR	Land Value:	53600
Site:		Improvement Value:	0
Sale:	\$10 on 2011-04-11 Reason=9 Qual=U	Accessory Value:	0
Mail:	293 PEARSON RD TAMASSEE SC 29688	Total Value:	53600



Doonee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. This assessment information is from the last certified parcel. All data is subject to change before the next certified year roll.
Date printed: 06/13/17 15:34:23

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: **MAY 13 2003**

UPSTATE FOREVER
PO BOX 2308
GREENVILLE, SC 29602-0000

Employer Identification Number:
57-1070433
DLN:
17053088824083
Contact Person:
GARY L BOTKINS ID# 31463
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
December 1998
Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi)

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.



UPSTATE FOREVER

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in cursive script that reads 'Lois G. Lerner'.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements



Exhibit C

May 18, 2017

Ms. Elaine Morris
299 Pearson Road
Tamassee, SC 29686

Re: Oconee County Conservation Bank grant potential

Dear Ms. Morris:

It continues to be a pleasure working with you on your conservation easement for your property. I wanted to let you know that an opportunity exists to apply for a grant with the Oconee County Conservation Bank (OCCB) to help with costs associated with applying the conservation easement on your property. I would like the opportunity to apply for this grant for this benefit.

As part of the application process, and if you agree to move forward with the process, I wanted to reiterate the following points required by the application process:

- interests in land purchased with OCCB funds result in a permanent conveyance of such interests in land from the landowner to the Eligible OCCB Recipient and its assigns; and
- That it may be in the landowner's interest to retain independent legal counsel, perform appraisals, create surveys, and seek other professional advice;

I look forward to continue working with you through this process. Of course, if you have any immediate questions, please feel free to contact me at 864 250-0500 x26 or by email at spark@upstateforever.org.

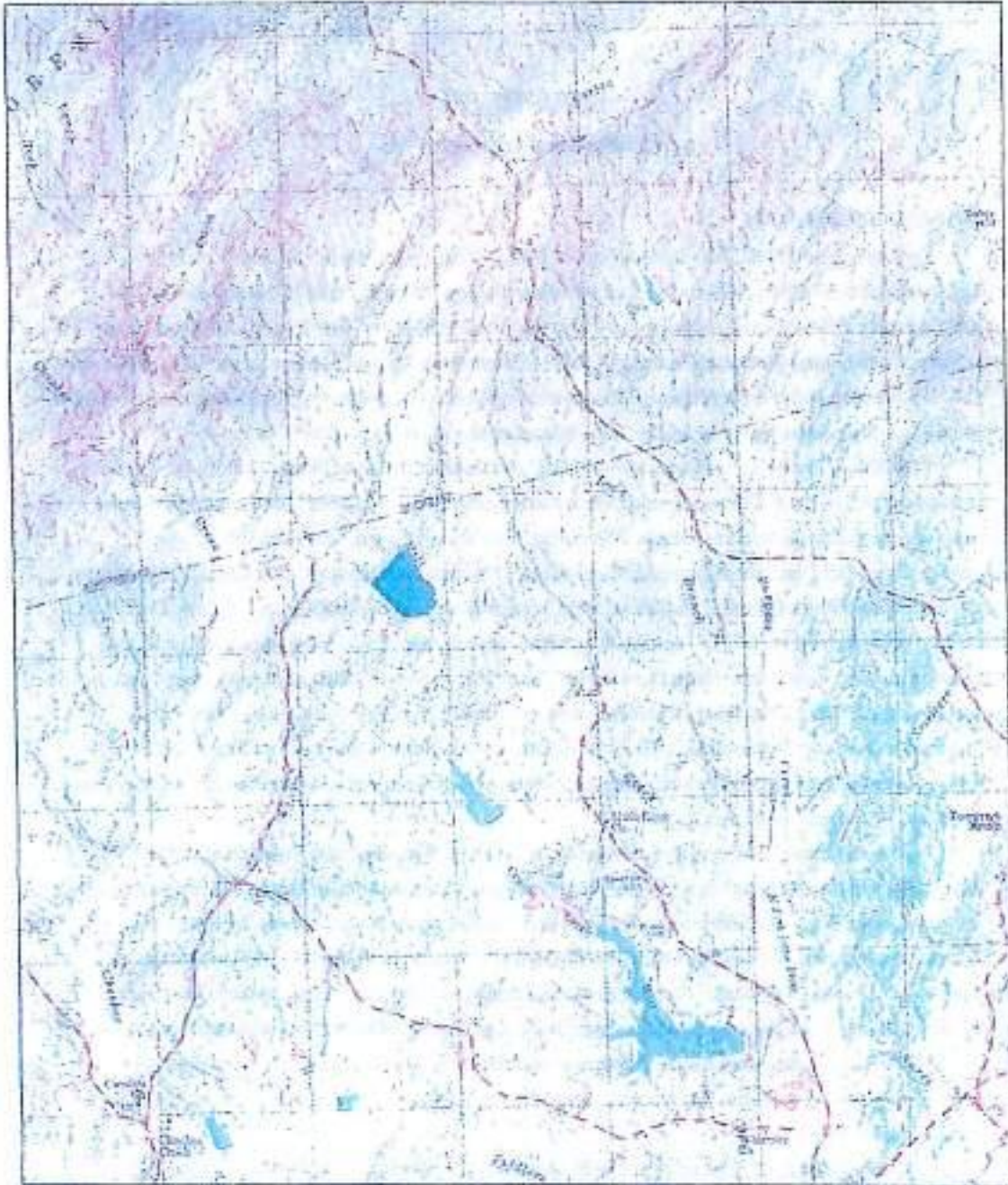
Sincerely,

Scott Park
Land Conservation Director

Attachments: OCCB Statement of Interest Form
OCCB Application for Funding

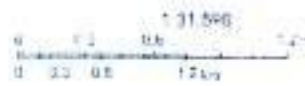
Morris Tract | The National Map

USGS Exhibit D



June 20 2017

Morris property



USGS National Map Viewer

03060101-03

(Little River/Lake Keowee)

General Description

Watershed 03060101-03 (formerly 03060101-050) is located in Oconee County and consists primarily of the *Little River* and its tributaries as it flow through *Lake Keowee*. The watershed occupies 104,996 acres of the Blue Ridge and Piedmont regions of South Carolina. Land use/land cover in the watershed includes: 65.4% forested land, 17.2% agricultural land, 7.5% urban land, 9.2% water, 0.3% barren land, 0.2% forested wetland (swamp), and 0.2% nonforested wetland (marsh). A map depicting this watershed is found in Appendix A, page A-34.

Burgess Creek (Long Branch) and Mill Creek join to form the North Fork Little River, which accepts drainage from Craven Creek, Whitewater Lake, Smeltzer Creek, Fiddlers Creek, Barbeque Branch, and the Flat Shoals River. The Flat Shoals River is formed from the confluence of Cheohee Creek and Tamassee Creek (Horse Bone Branch). Cheohee Creek accepts drainage from White Rock Creek (Bee Cave Creek, Wilson Creek, Pack Branch), Townes Creek, and Mud Creek. Townes Creek is formed by the confluence of Crane Creek and West Fork and accepts drainage from Wash Branch and Crossland Creek before flowing through Lake Isaqueena (also known as Lake Cherokee). Moody Creek (Cantrell Creek, Cheohee Lake, White Oak Creek) and Jumping Branch also drain into Townes Creek through the lake. Flat Shoals River then accepts drainage from Reece Branch and Davey Branch before merging with the North Fork Little River to form the Little River.

Downstream of the confluence, the Little River accepts drainage from Oconee Creek (Alexander Creek, Station Creek), Yarborough Branch, Camp Bottom Branch, and Todd Branch before the river begins to impound into Lake Keowee. Beaman Branch enters the river next, followed by Neal Branch, Wilson Branch, Whetstone Creek, and Stamp Creek (Davis Branch, Cornhouse Creek). The impounded river then accepts drainage from Long Branch, Barkshed Branch, Von Hollen Creek (Frenge Branch), Big Creek, and Crooked Creek (Cater Branch). Cane Creek (Walhalla Reservoir) accepts drainage from Browns Lake, Little Cane Creek (Beaty Creek, Williams Creek), and Dodgens Creek before flowing into the Little River near the base of the watershed.

Lake Keowee, divided between 03060101-02 (Keowee River) and this watershed, is connected through a narrow channel bisected by SC 130. Waters flowing through this connection flow out of the Keowee dam at the base of 03060101-02 and into the Keowee River in 03060101-03. The Little River Dam is located near the confluence with Cane Creek at the base of this watershed and discharges waters into a segment of the Little River, which flows into the Keowee River in 03060101-03. There are a total of 339.5 stream miles and 9,758.4 acres of lake waters in this watershed. Burgess Creek, Mill Creek, White Oak Creek, Jumping Branch, West Fork, Townes Creek (from headwaters to Lake Isaqueena), and Crane Creek are classified TN. North Fork Little River and its tributaries from the confluence of Mill Creek and Burgess Creek to SC

 Exhibit E, continued

11 is classified TPGT, below that line it is classified FW. Cheohee Creek and Tamassee Creek and their tributaries from their headwaters to the end of U.S. Forest Service land are classified ORW, below that line are classified FW. Moody Creek is classified TN from its headwaters to its confluence with and including Cantrell Creek. West Fork Townes Creek, from its headwaters to its confluence with Lake Isaqueena, is classified TN. Smeltzer Creek is classified TN from its headwaters to SC 130, below that line to its confluence with the North Fork Little River it is classified TN. All other streams in the watershed are classified FW.

Surface Water Quality

<u>Station #</u>	<u>Type</u>	<u>Class</u>	<u>Description</u>
RS-02466	RS02	TN	BURGESS CREEK AT S-37-171
SV-684	BIO	FW	CRANE CREEK AT WINDING STAIRS RD
SV-742	BIO	FW	OONEE CREEK AT S-37-129
SV-203	W	FW	LITTLE RIVER AT S-37-24 7.1 MI NE OF WALHALLA
RL-03354	RL03	FW	LAKE KEOWEE, 1.6 MI NW OF SC 188 & 0.7 MI SE OF S-37-175
SV-312	W	FW	LAKE KEOWEE AT SC 188 - CROOKED CK ARM 4.5 MI N SENECA
RL-05466	RL05	FW	LAKE KEOWEE, 0.25 MI NWN OF S-37-340 & S-37-588
SV-361	INT	FW	LAKE KEOWEE IN FOREBAY OF LITTLE RIVER DAM
SV-342	SPRP	FW	CANE CREEK AT S-37-133
SV-807	SS	FW	LITTLE CANE CREEK AT NELLIE ROAD
SV-808	SS	FW	LITTLE CANE CREEK AT AUSTIN EDWARDS ROAD
SV-809	SS	TN	LITTLE CANE CREEK AT OONEE BELLE LANE
SV-810	SS	FW	LITTLE CANE CREEK AT PICKENS HIGHWAY
SV-811	SS	FW	LITTLE CANE CREEK TRIBUTARY NEAR PICKENS HIGHWAY
SV-812	SS	FW	LITTLE CANE CREEK TRIBUTARY AT TAYLOR ROAD
SV-343	W/BIO	FW	LITTLE CANE CREEK AT S-37-133
SV-311	W	FW	LAKE KEOWEE AT SC 188 - CANE CK ARM 3.5 MI NW SENECA
RL-05394	RL05	FW	LAKE KEOWEE, 5.06 MI NNW OF SENECA

Burgess Creek (RS-02466) - Aquatic life uses are fully supported. Although dissolved oxygen excursions occurred, they were considered natural, not standards violations. Recreational uses are not supported due to fecal coliform bacteria excursions.

Crane Creek (SV-684) - Aquatic life uses are fully supported based on macroinvertebrate community data.

Oconee Creek (SV-742) - Aquatic life uses are fully supported based on macroinvertebrate community data.

Little River (SV-203) - Aquatic life uses are fully supported; however, there is a significant increasing trend in five-day biochemical oxygen demand. Recreational uses are partially supported due to fecal coliform bacteria excursions.

Lake Keowee - There are six SCDHEC monitoring stations along this section of Lake Keowee, and aquatic life and recreational uses are fully supported at all sites (RL-03354, SV-312, RL-05466, SV-361, SV-311, RL-05394). At SV-312, there is a significant increasing trend in pH.

Significant decreasing trends in total phosphorus concentration and fecal coliform bacteria concentration suggest improving conditions for these parameters at this site. At *SV-361*, there are significant increasing trends in total nitrogen concentration and fecal coliform bacteria concentration. A significant increasing trend in dissolved oxygen concentration suggests improving conditions for this parameter at this site. At *SV-311*, there is a significant decreasing trend in dissolved oxygen concentration. There is a significant increasing trend in pH. A significant decreasing trend in total phosphorus concentration suggests improving conditions for this parameter at this site. *Fish tissue analyses on species caught within Lake Keowee indicate no advisories or restrictions on consumption of fish from these waters.*

Cane Creek (SV-342) - Aquatic life uses are fully supported; however, there is a significant increasing trend in five-day biochemical oxygen demand. A significant decreasing trend in total phosphorus concentration suggests improving conditions for this parameter. Recreational uses are partially supported due to fecal coliform bacteria excursions.

Little Cane Creek - There are five SCDHEC monitoring stations along Little Cane Creek. The four upstream sites were special study stations and only examined recreational uses. Recreational uses are partially supported at the furthest upstream sites (*SV-807, SV-808*), and not supported at the next two stations (*SV-809, SV-810*) due to fecal coliform bacteria excursions. At the furthest downstream site (*SV-343*), aquatic life uses are fully supported based on macroinvertebrate community data; however, there is a significant increasing trend in five-day biochemical oxygen demand. Recreational uses are not supported due to fecal coliform bacteria excursions.

Little Cane Creek Tributary - There are two SCDHEC monitoring stations along the Little Cane Creek tributary. The stations were special study stations and only examined recreational uses. Recreational uses were not supported at the upstream site (*SV-811*) and partially supported at the downstream site (*SV-812*) due to fecal coliform bacteria excursions.

Natural Swimming Areas

<i>FACILITY NAME</i>	<i>PERMIT #</i>
<i>RECEIVING STREAM</i>	<i>STATUS</i>
DIAKONIA CENTER	37-1008N
CRAVEN CREEK	ACTIVE

NPDES Program

Active NPDES Facilities

<i>RECEIVING STREAM</i>	<i>NPDES#</i>
<i>FACILITY NAME</i>	<i>TYPE</i>
DAVEY BRANCH	SC0026727
TAMASSEE DAR SCHOOL	MINOR DOMESTIC

 **UPSTATE FOREVER** Exhibit E, continued

LAKE KEOWEE TYCO HEALTHCARE KENDALL	SCG250067 MINOR INDUSTRIAL
LAKE KEOWEE KEOWEE KEY UTILITY SYSTEMS, INC.	SC0022322 MINOR DOMESTIC
LAKE KEOWEE CITY OF SENECA WTP	SCG641010 MINOR INDUSTRIAL

Nonpoint Source Management Program

Land Disposal Activities

Landfill Facilities

<i>LANDFILL NAME FACILITY TYPE</i>	<i>PERMIT # STATUS</i>
WOOD LCD & YT LANDFILL C&D	372669-1701 ACTIVE
FLAT ROCK LANDCLEARING & YD FILL C & D	372664-1701 INACTIVE
NORTHWEST GRADING LANDCLEARING C & D	372614-1701 ACTIVE

Mining Activities

<i>MINING COMPANY MINE NAME</i>	<i>PERMIT # MINERAL</i>
LOST DUTCHMANS MINING ASSOC. NEW OCONEE CAMP	1310-73 GOLD

Water Quantity

<i>WATER USER STREAM</i>	<i>TOTAL PUMP CAP (MGD) RATED PUMP CAP (MGD)</i>
CITY OF SENECA INTAKE	30.0
LAKE KEOWEE	18.0

Growth Potential

There is a moderate potential for growth in this watershed, which contains the Town of Salem and portions of the Cities of Walhalla and Seneca. Salem and the shoreline of Lake Keowee are predicted for growth in the form of retirement communities. SC 130, running from Salem to Seneca, will be particularly prone to development. The Sumter National Forest extends across the upper portion of the watershed and would limit growth in that area.

Watershed Protection and Restoration Strategies

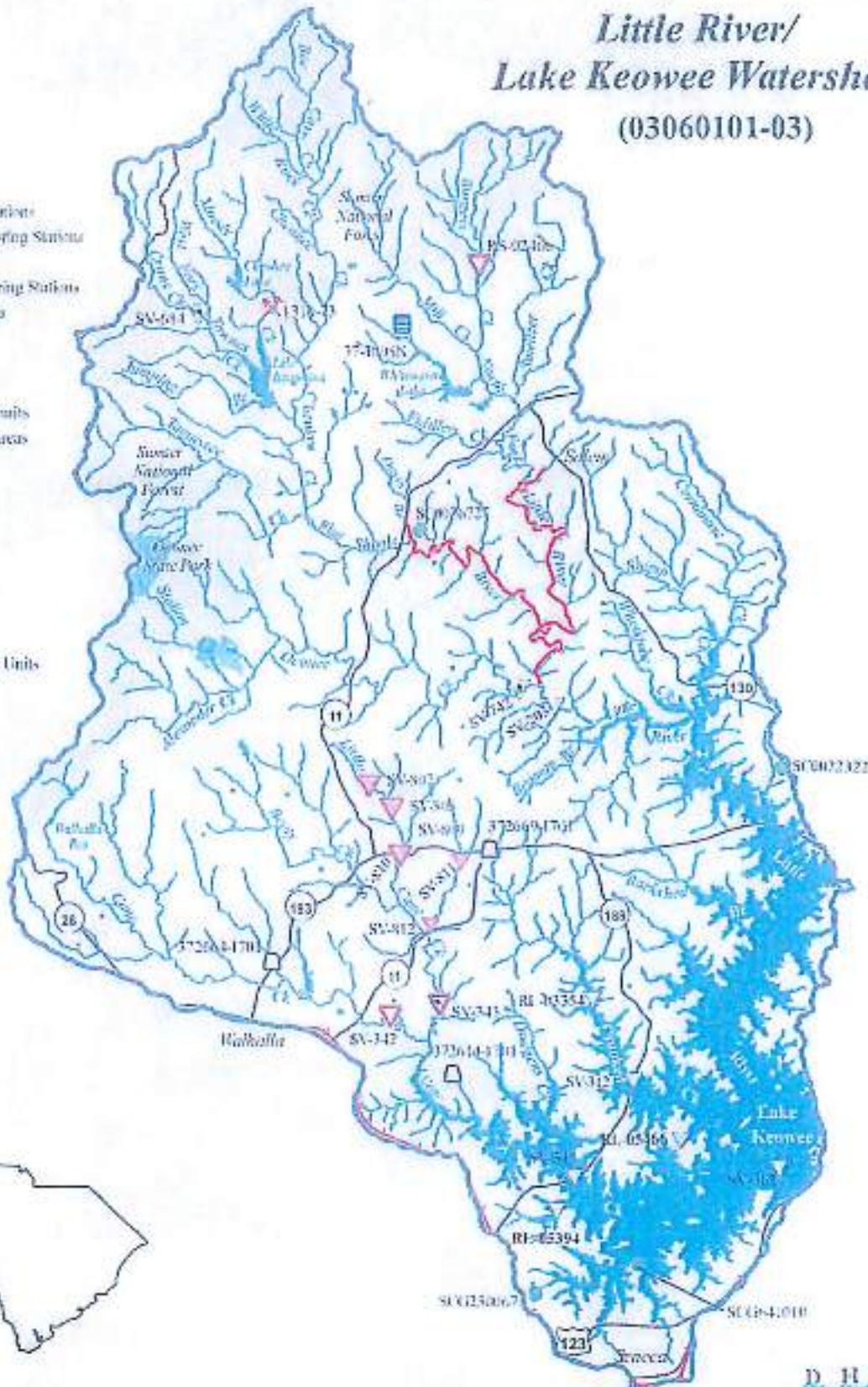
Total Maximum Daily Loads (TMDLs)

TMDLs were developed by SCDHEC and approved by the EPA for Cane Creek (SV-342) and Little Cane Creek (SV-343) to determine the maximum amount of fecal coliform bacteria these creeks can receive from sources and still meet water quality standards. The

nonpoint sources that were identified to be possible contributors to the Cane Creek impairment include grazing livestock, livestock depositing manure directly into streams, failing septic systems, and urban runoff. The possible sources of the impairment of Little Cane Creek were grazing livestock, livestock depositing manure directly into streams, failing septic systems, and land applied manure. Neither stream had a permitted point source within its drainage area. The TMDL would require reductions of 54% for Cane Creek and 65% for Little Cane Creek to the existing loads for the creeks to meet standards. The nonpoint source component of the Cane Creek TMDL has been implemented using \$319 grant funds. Implementation was completed in January 2009. For more information on \$319 grants, visit <http://www.scdhec.gov/water> and click on Nonpoint Source Program.

*Little River/
Lake Keowee Watershed*
(03060101-03)

- ⊙ Microinvertebrate Stations
- ▽ Water Quality Monitoring Stations
- ▽ Approved EMDL
- ▲ Groundwater Monitoring Stations
- ▽ Special Study Stations
- ✕ Mines
- Landfills
- ⊙ NPDES Permits
- ♦ Land Application Permits
- ⊙ Natural Swimming Areas
- Interstates
- Railroad Lines
- Highways
- County Lines
- Medical Stream
- Stream
- Lake
- Wetland
- 10-Digit Hydrologic Units
- Cities/Towns
- Public Lands





	<p>TRIP REPORT</p>	<p>Page 1 of 6</p>
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To: Eddie Martin, Oconee Soil and Water Conservation District
 Scott Park, Land Conservation Director - Upstate Forever

Site: Morris Property

Location assisted: Oconee County

Subject: Conservation technical assistance for the Oconee Soil and Water Conservation District
 Conservation partners in the area are working to protect the property through a potential conservation easement. An abbreviated assessment of natural communities present and habitat quality was conducted.

Person providing Assistance: Sudie Daves Thomas

Date of Assistance: 7-12-17

Findings: The Morris property harbors many acres of intact forest communities that reside on various elevations. South-facing and north-facing slopes are present supporting a vast number of plant and animal species that thrive within the mosaic of high quality natural communities. Varying topographic features feature dry upland oak-hickory forests descending to meet lush riparian vegetation along the clear rocky creek. This site has not been disturbed in decades as is evident by the large size of mature trees, the presence of multiple structural layers within the forest as well as high species richness among woody and herbaceous plants, and the general lack of invasive exotic plant invasion. Only a few areas with minimal infestation were noted in the areas walked.

Several natural community types exist and grade from one to another as topography and elevation transition. Site is dominated by Oak-Hickory Forest and Basic Forest with elements of Hemlock Forest on upper slopes and Cove Forest at the slope base along the stream (John Nelson, The Natural Communities of South Carolina, Initial Classification and Description, 1986).

Other life including many bird species, butterflies, fungi, dragonflies, and damselflies were observed during this short inventory. Mature forest stands, lush mid- and understory vegetation, as well as diverse riparian habitats support an abundance of songbirds, including many species of neo-tropical migrants. We observed several woodland butterfly species that depend on the native plants present as larval host plants. Here is a short list of avian species noted. The property supports many more species that could be documented throughout the year and during early morning hours.

Bird list (midday heat, only a few active/singing)
American Goldfinch
Blue Jay
Carolina Chickadee
Carolina Wren
Indigo Bunting
Northern Cardinal
Northern Parula
Ruby-throated hummingbird
Swainson's Warbler
Tufted Titmouse
Yellow Billed Cuckoo



Tangles of Smilax and Giant Cane in riparian areas are preferred nesting habitat of Swainson's Warbler (listed as Highest Priority Conservation Species of SC by SCDNR Comprehensive Wildlife Conservation Strategy 2005)

Helping People Help the Land

And Equal Opportunity Provider and Employer

Trip Report

Conclusion/recommendations: This property harbors wonderful examples of several high quality Natural Communities of the southeast. With further investigation, it is likely rare plant species can be located and protected here (orchids, trillium, ferns, etc.). Any opportunity to preserve and protect this site will benefit countless organisms, including the humans who are able to visit and learn through their multiple senses. An abundance of possibilities for biological research, environmental education, and land stewardship exists here.

Several small open/sunny areas exist and support many sun-loving herbaceous plants including wild quinine, whorled leaf coreopsis, sunflower (*Helianthus*), *Silphium*, sensitive briar, small flowered partridge pea, native bush clover (*Lespedeza sp.*) and ticktrefoil species (*Desmodium sp.*), and milkwort (*Polygala sp.*). Management efforts that keep these areas open with little soil disturbance will be beneficial in promoting these highly beneficial herbs. The species provide nectar, pollen, host plants, seeds, and structure that benefit countless insects and birds, among other animals. Soil disturbance may introduce and encourage the establishment of harmful exotic invasive plant species. Care should be taken to clean off equipment prior to bringing on site.

Control of invasive exotic plants before they become unmanageable is recommended. The closed canopy here and lack of recent disturbance has protected this property from harmful infestations of exotic plants. A few non-native invasive species were noted. Chinese privet is scattered sparsely near the stream and in a few spots along roads and trails. Foliar spot spraying or cutting and treating stumps of privet during winter with herbicide is recommended. Privet spreads fast and birds spread seeds as well. Other invasive plants found were Chinese lespedeza or Sericea, and Japanese stilt grass (*Microstegium viminium*). A guide for control methods can be found here: <https://www.srs.fs.usda.gov/pubs/36915>

This report serves as documentation of current site conditions and conservation planning recommendations. Please see photos on following pages as well as the plant list provided.

Please contact me with any further questions or to schedule another site visit early in the 2018 growing season.

Sudie Daves Thomas
Wildlife Biologist, NRCS/USDA
803-664-0806, sudie.thomas@sc.usda.gov

Date Prepared: 7-31-17

Cc: Beau Sorenson, Assistant State Conservationist - Field Operations, NRCS
Heather Ramsay, NRCS District Conservationist, Oconee County



Orchid (need to check back in spring to ID!)



Wild Quinine



Agrimony

Stream



Leucothoe axillaris



*Helianthus
brevifolium*



Sensitive briar

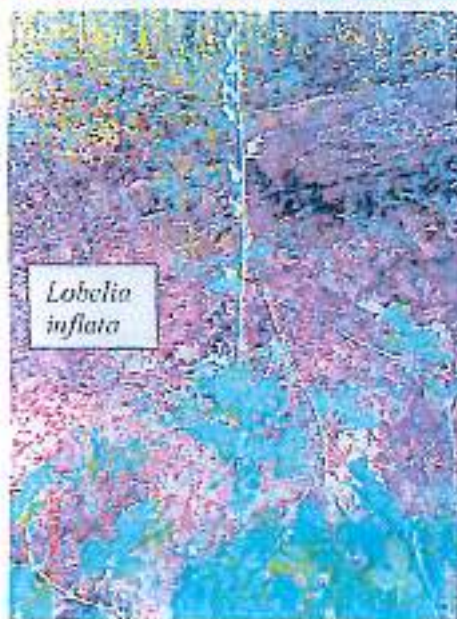
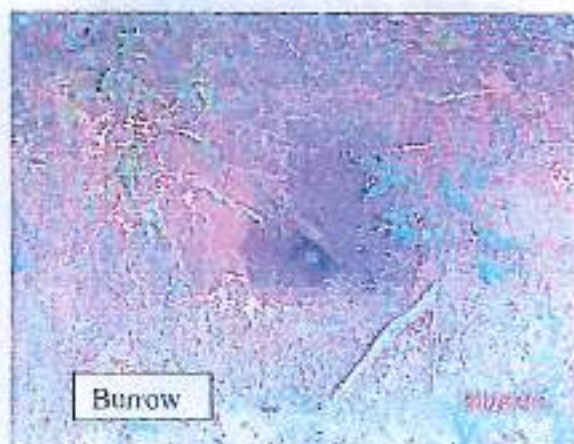


*Baptisia
tinctoria*



Coreopsis major

Trip Report



UPSTATE FOREVER Exhibit G, continued

Morris property, Oconee County species observed 7-12-17 (many more species exist here, a more complete list can be created through multiple inventory efforts in various seasons)

Species Type	Family	Common Name	Genus (Radford)	Species (Radford)	Origin
Herbaceous	Rosaceae	Agrimony	<i>Agrimonia</i>	<i>sp.</i>	locally native
Herbaceous	Fabaceae	Hog-Peanut	<i>Amphicarpa</i>	<i>bracteata</i>	locally native
Herbaceous	Araceae	Jack in the Pulpit	<i>Arisaema</i>	<i>triphyllum</i>	locally native
Herbaceous	Asteraceae	Pale Indian Plantain	<i>Arniglossum</i>	<i>atriplicifolium</i>	locally native
Herbaceous	Poaceae	Giant Cane	<i>Arundinaria</i>	<i>gigantea</i>	locally native
Herbaceous	Aspleniaceae	Ebony Spleenwort	<i>Asplenium</i>	<i>platyneuron</i>	locally native
Herbaceous	Dryopteridaceae	Lady Fern	<i>Athyrium</i>	<i>filix-femina</i>	locally native
Herbaceous	Scrophulariaceae	Smooth Yellow False Foxglove	<i>Aureolaria</i>	<i>flava</i>	locally native
Herbaceous	Fabaceae	a Baptisia, Horseflyweed	<i>Baptisia</i>	<i>tintoria</i>	locally native
Herbaceous	Utricaceae	False Nettle	<i>Boehmeria</i>	<i>cylindrica</i>	locally native
Herbaceous	Ophioglossaceae	Grape Fern sp.	<i>Botrychium</i>	<i>sp.</i>	locally native
Herbaceous	Cyperaceae	Hop Sedge	<i>Carex</i>	<i>lupulina</i>	locally native
Herbaceous	Fabaceae	Wild Sensitive Plant/Partridge Pea	<i>Cassia</i>	<i>nictitans</i>	locally native
Herbaceous	Asteraceae	Whorled-Leaved Coreopsis	<i>Coreopsis</i>	<i>major</i>	locally native
Herbaceous	Fabaceae	a Beggar's Lice	<i>Desmodium</i>	<i>nudiflorum</i>	locally native
Herbaceous	Fabaceae	Beggar's Lice sp.	<i>Desmodium</i>	<i>sp.</i>	locally native
Herbaceous	Dioscoreaceae	Wild Yam sp.	<i>Dioscorea</i>	<i>sp.</i>	locally native
Herbaceous	Asteraceae	Carolina or Leafy Elephant's Foot	<i>Elephantopus</i>	<i>carolinianus</i>	locally native
Herbaceous	Asteraceae	Sweet Joe-Pye Weed	<i>Eupatorium</i>	<i>purpureum</i>	locally native
Herbaceous	Asteraceae	Round-Leaf Thoroughwort	<i>Eupatorium</i>	<i>rotundifolium</i>	locally native
Herbaceous	Euphorbiaceae	Flowering Spurge	<i>Euphorbia</i>	<i>corollata var. zinniiflora</i>	locally native
Herbaceous	Rubiaceae	Bedstraw sp.	<i>Galium</i>	<i>sp.</i>	locally native
Herbaceous	Asteraceae	Short Leaf Sneezeweed	<i>Helenium</i>	<i>brevifolium</i>	locally native
Herbaceous	Asteraceae	Sunflower sp.	<i>Helianthus</i>	<i>sp.</i>	locally native
Herbaceous	Saxifragaceae	Alumroot	<i>Heuchera</i>	<i>americana</i>	locally native
Herbaceous	Aristolochiaceae	a Heartleaf, Wild Ginger	<i>Hexastylis</i>	<i>arifolia</i>	locally native
Herbaceous	Rubiaceae	Venus' Pride (Bluet)	<i>Houstonia</i>	<i>purpurea</i>	locally native
Herbaceous	Hypericaceae	Saint Peter's Wort	<i>Hypericum</i>	<i>stans</i>	locally native


 Exhibit G, continued

Species Type	Family	Common Name	Genus (Radford)	Species (Radford)	Origin
Herbaceous	Amaryllidaceae	Yellow Star Grass	<i>Hypoxis</i>	<i>hirsuta</i>	locally native
Herbaceous	Balsaminaceae	Jewel-weed, Touch-me-not	<i>Impatiens</i>	<i>capensis</i>	locally native
Herbaceous	Iridaceae	Dwarf Crested Iris	<i>Iris</i>	<i>cristata</i>	locally native
Herbaceous	Juncaceae	Juncus/Needlerush sp.	<i>Juncus</i>	<i>sp.</i>	locally native
Herbaceous	Asteraceae	Wild Lettuce	<i>Lactuca</i>	<i>canadensis</i>	locally native
Herbaceous	Fabaceae	Chinese Lespedeza, Sericea	<i>Lespedeza</i>	<i>cuneata</i>	exotic
Herbaceous	Fabaceae	Virginia/Slender Bush Clover	<i>Lespedeza</i>	<i>virginica</i>	locally native
Herbaceous	Campanulaceae	Indian Tobacco	<i>Lobelia</i>	<i>inflata</i>	locally native
Herbaceous	Lycopodiaceae	Ground Cedar, Running-Pine	<i>Lycopodium</i>	<i>digitatum</i>	locally native
Herbaceous	Lycopodiaceae	Clubmoss sp.	<i>Lycopodium</i>	<i>sp.</i>	locally native
Herbaceous	Liliaceae	Indian Cumcumber-Root	<i>Medeola</i>	<i>virginiana</i>	locally native
Herbaceous	Poaceae	Japanese grass	<i>Microstegium</i>	<i>vimineum</i>	exotic
Herbaceous	Rubiaceae	Partridge Berry	<i>Mitchella</i>	<i>repens</i>	locally native
Herbaceous	Aspidiaceae	Sensitive Fern	<i>Onoclea</i>	<i>sensibilis</i>	locally native
Herbaceous	Poaceae	Beaked Panicum	<i>Panicum</i>	<i>anceps</i>	locally native
Herbaceous	Poaceae	Panicum sp.	<i>Panicum</i>	<i>sp.</i>	locally native
Herbaceous	Asteraceae	Wild Quinine/Feverfew	<i>Parthenium</i>	<i>integrifolium</i>	locally native
Herbaceous	Passifloraceae	Yellow Passionflower	<i>Passiflora</i>	<i>lutea</i>	locally native
Herbaceous	Polygalaceae	Orange Milkwort	<i>Polygala</i>	<i>lutea</i>	locally native
Herbaceous	Polygalaceae	Curtiss' Milkwort	<i>Polygala</i>	<i>curtissii</i>	locally native
Herbaceous	Liliaceae	Solomon's Seal	<i>Polygonatum</i>	<i>biflorum</i>	locally native
Herbaceous	Aspidiaceae	Christmas Fern	<i>Polystichum</i>	<i>acrostichoides</i>	locally native
Herbaceous	Lamiaceae	Heal-all	<i>Prunella</i>	<i>vulgaris</i>	locally native
Herbaceous	Melastomataceae	Maryland Meadow-Beauty	<i>Rhexia</i>	<i>mariana</i>	locally native
Herbaceous	Melastomataceae	Virginia Meadow Beauty, Handsome Harry	<i>Rhexia</i>	<i>virginica</i>	locally native
Herbaceous	Lamiaceae	Lyre-Leaf Sage	<i>Salvia</i>	<i>lyrata</i>	locally native
Herbaceous	Fabaceae	Sensitive Briar	<i>Schrankia</i>	<i>micorphylla</i>	locally native
Herbaceous	Liliaceae	flowering	<i>Trillium</i>	<i>spp.</i>	locally native
Herbaceous	Poaceae	Slender Wood-Oats	<i>Uniola</i>	<i>laxa</i>	locally native
Herbaceous	Violaceae	Arrow-Leaf Violet	<i>Viola</i>	<i>sagittata</i>	locally native

UPSTATE FOREVER Exhibit G, continued

Species Type	Family	Common Name	Genus (Radford)	Species (Radford)	Origin
Herbaceous	Violaceae	Violet sp.	<i>Viola</i>	<i>sp.</i>	locally native
Woody	Aceraceae	Red Maple	<i>Acer</i>	<i>rubrum</i>	locally native
Woody	Aceraceae	Southern Sugar Maple	<i>Acer</i>	<i>saccharum ssp floridanum</i>	locally native
Woody	Betulaceae	Tag Alder	<i>Alnus</i>	<i>serrulata</i>	locally native
Woody	Bignoniaceae	Cross Vine	<i>Anisostichus</i>	<i>capreolata</i>	locally native
Woody	Haloragaceae	Devil's Walking Stick	<i>Aralia</i>	<i>spinosa</i>	locally native
Woody	Annonaceae	Paw Paw	<i>Asimina</i>	<i>triloba</i>	locally native
Woody	Betulaceae	Sweet Birch	<i>Betula</i>	<i>lenta</i>	locally native
Woody	Verbenacea	Beauty Berry	<i>Callicarpa</i>	<i>americana</i>	locally native
Woody	Bignoniaceae	Trumpet Vine	<i>Campsis</i>	<i>radicans</i>	locally native
Woody	Betulaceae	Ironwood/American Hornbeam	<i>Carpinus</i>	<i>caroliniana</i>	locally native
Woody	Juglandaceae	Shagbark Hickory	<i>Carya</i>	<i>ovata</i>	locally native
Woody	Juglandaceae	Mockernut Hickory	<i>Carya</i>	<i>tomentosa</i>	locally native
Woody	Cornaceae	Flowering Dogwood	<i>Cornus</i>	<i>florida</i>	locally native
Woody	Cornaceae	Swamp, Stiff, Southern Swamp Dogwood	<i>Cornus</i>	<i>stricta</i>	locally native
Woody	Ebenaceae	Persimmon	<i>Diospyros</i>	<i>virginiana</i>	locally native
Woody	Celastraceae	American Strawberry Bush	<i>Euonymus</i>	<i>americanus</i>	locally native
Woody	Fagaceae	American Beech	<i>Fagus</i>	<i>grandifolia</i>	locally native
Woody	Oleaceae	Green Ash	<i>Fraxinus</i>	<i>pennsylvanica</i>	locally native
Woody	Styracaceae	Carolina Silverbell	<i>Halesia</i>	<i>carolina</i>	locally native
Woody	Hamamelidaceae	Witch-Hazel	<i>Hamamelis</i>	<i>virginiana</i>	locally native
Woody	Saxifragaceae	Wild Hydrangea	<i>Hydrangea</i>	<i>arborescens</i>	locally native
Woody	Hypericaceae	St. Andrew's Cross	<i>Hypericum</i>	<i>hypericoides</i>	locally native
Woody	Aquifoliaceae	Deciduous Holly/Possumhaw	<i>Ilex</i>	<i>decidua</i>	locally native
Woody	Aquifoliaceae	American Holly	<i>Ilex</i>	<i>opaca</i>	locally native
Woody	Juglandaceae	Black Walnut	<i>Juglans</i>	<i>nigra</i>	locally native
Woody	Ericaceae	Mountain Laurel	<i>Kalmia</i>	<i>latifolia</i>	locally native
Woody	Ericaceae	Highland Doghobble	<i>Leucothoe</i>	<i>axillaris var. editorium</i>	locally native
Woody	Oleaceae	Chinese Privet	<i>Ligustrum</i>	<i>sinense</i>	exotic
Woody	Lauraceae	Spicebush	<i>Lindera</i>	<i>benzoin</i>	locally native


 Exhibit G, continued

Species Type	Family	Common Name	Genus (Radford)	Species (Radford)	Origin
Woody	Hamamelidaceae	Sweet-Gum	<i>Liquidambar</i>	<i>styraciflua</i>	locally native
Woody	Magnoliaceae	Tulip Poplar, Yellow Poplar	<i>Liriodendron</i>	<i>tulipifera</i>	locally native
Woody	Magnoliaceae	Frasier Magnolia	<i>Magnolia</i>	<i>fraseri</i>	locally native
Woody	Myricaceae	Wax Myrtle/Southern Bayberry	<i>Myrica</i>	<i>cerifera</i>	locally native
Woody	Nyssaceae	Black Gum/Tupelo	<i>Nyssa</i>	<i>sylvatica</i>	locally native
Woody	Ericaceae	Sourwood	<i>Oxydendrum</i>	<i>arboreum</i>	locally native
Woody	Vitaceae	Virginia Creeper	<i>Parthenocissus</i>	<i>quinquefolia</i>	locally native
Woody	Rosaceae	Black Cherry	<i>Prunus</i>	<i>serotina</i>	locally native
Woody	Fagaceae	Red Oak (Northern)	<i>Quercus</i>	<i>rubra</i>	locally native
Woody	Fagaceae	Chestnut Oak	<i>Quercus</i>	<i>montana</i>	locally native
Woody	Fagaceae	Willow Oak	<i>Quercus</i>	<i>phellos</i>	locally native
Woody	Ericaceae	Azelea sp.	<i>Rhododendron</i>	<i>sp.</i>	locally native
Woody	Anacardiaceae	Winged Sumac	<i>Rhus</i>	<i>copallina</i>	locally native
Woody	Anacardiaceae	Poison Ivy	<i>Rhus</i>	<i>radicans</i>	locally native
Woody	Anacardiaceae	Smooth Sumac	<i>Rhus</i>	<i>glabra</i>	locally native
Woody	Rosaceae	Swamp Rose	<i>Rosa</i>	<i>palustris</i>	locally native
Woody	Rosaceae	Blackberry sp.	<i>Rubus</i>	<i>sp.</i>	locally native
Woody	Caprifoliaceae	Elderberry	<i>Sambucus</i>	<i>canadensis</i>	locally native
Woody	Lauraceae	Sassafras	<i>Sassafras</i>	<i>albidum</i>	locally native
Woody	Liliaceae	Catbrier, Fringed Greenbrier	<i>Smilax</i>	<i>bona-nox</i>	locally native
Woody	Liliaceae	Catbrier, Round leaf Greenbrier	<i>Smilax</i>	<i>rotundifolia</i>	locally native
Woody	Pinaceae	Eastern Hemlock	<i>Tsuga</i>	<i>candensis</i>	locally native
Woody	Ulmaceae	American Elm	<i>Ulmus</i>	<i>americana</i>	locally native
Woody	Ericaceae	Sparkleberry	<i>Vaccinium</i>	<i>arboreum</i>	locally native
Woody	Ericaceae	Highbush Blueberry	<i>Vaccinium</i>	<i>corymbosum</i>	locally native
Woody	Ericaceae	Elliott's Blueberry	<i>Vaccinium</i>	<i>elliottii</i>	locally native
Woody	Vitaceae	Muscadine Grape	<i>Vitis</i>	<i>rotundifolia</i>	locally native
Woody	Vitaceae	Grape sp.	<i>Vitis</i>	<i>sp</i>	locally native
Woody	Ranunculaceae	Yellow-root	<i>Xanthorhiza</i>	<i>simplicissima</i>	locally native



OCONEE COUNTY

Assessor's Office

"Land Beside the Water"

UPSTATE FOREVER Exhibit I

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Owner and Parcel Information

Owner Name	MORRIS FAM REV TR	Today's Date	June 26, 2017
Mailing Address	290 PEARSON RD TAMASSEE, SC 29586	Parcel Number	036-00-02-007 Tax ID: 192
Location Address		Tax District	(District 002)
Legal Description	Map Plat B A903 Map Plat 7	2015 Millage Rate	
Property Class / Property Type	/ Unclassified Farm	Acres	15
Neighborhood	WHITEWATER TWP	Parcel Map	Show Parcel Map
Generate Owner List By Address			

Land Taxable Market Value	2016 Tax Year Value Information	Total Taxable Market Value
\$ 51,600	Improvement Taxable Market Value	\$ 51,600
	0	

Land Information					
Land Type	Frontage	Effective Frontage	Effective Depth	Acres	Square Footage
70	0	0	0	14	609,040
71	0	0	0	1	43,560

Residential Building Information
No residential building information available for this parcel.

Commercial and Miscellaneous Improvement Information						
Building Type	Year Built	Eff Year Built	Length/Width/Height	Size	Grade	Sketch
No miscellaneous information available for this parcel.						

Sale Information						
Sale Date	Sale Price	Deed Book	Deed Page	Qualification Reason	Grantor	Grantee
2011-04-11	\$ 10	1825	81	Other Not Valid	Multiple Owners	MORRIS FAM REV TR
2003-03-21	\$ 10	1280	196	Valid Arms-length sale tran	PEARSON PAUL E & MILDRED R	MORRIS RICHARD Y & ELAINE L
1993-12-03		1006	0001	Valid Arms-length sale tran	PEARSON PAUL E	PEARSON PAUL E & MILDRED R

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OONEE COUNTY

Assessor's Office

"Land Beside the Water"

UPSTATE FOREVER Exhibit 1, continued

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Owner and Parcel Information

Owner Name	MORRIS FAN REV TR	Today's Date	June 20, 2017
Mailing Address	289 PEARSON RD TANASSEE, SC 29665	Parcel Number	036-00-91-000 12 - 1B - 141
Location Address	289 PEARSON RD	Tax District	(District 002)
Legal Description	Map/Plat For Map/Plat 277	2015 Millage Rate	11.20
Property Class / Property Type	1 Farm with Living Unit	Acres	10.26
Neighborhood	WHITEWATER TWP	Parcel Map	Show Parcel Map
Generate Owner List By Radius			

2016 Tax Year Value Information

Land Taxable Market Value
\$ 53,140

Improvement Taxable Market Value
\$ 149,433

Total Taxable Market Value
\$ 202,573

Land Information

Land Type	Frontage	Effective Frontage	Effective Depth	Acres	Square Footage
74	0	0	0	10.26	446,936
40	0	0	0	1	43,500

Residential Building Information

Occupancy	Style	Base Area Sq Ft	Finished Living Area Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
11	17 Bungalow	3,518	2,656	1.5	Normal for Class	AG/VINYL	1979	1979
Roof Material	Roof Type	Roof Frame	Roof Pitch	Heating Type	Rooms/Bedrooms/Bathrooms	Grade	Sketch	
Metl	Gable	Sto for class		Forced hot air	7/5/2.0	Avg	Show Building Sketch	

Commercial and Miscellaneous Improvement Information

Building Type	Year Built	Eff Year Built	Length/Width/Height	Size	Grade	Sketch
UTLISHED	0	0	17 / 10 / 1	120 SF	Avg	Show Sketch
POLERLOG	0	0	18 / 24 / 10	792 SF	Avg	Show Sketch
UTLISHED	1973	1979	19 / 10 / 10	101 SF	Avg	Show Sketch
UTLISHED	1979	1979	16 / 10 / 10	160 SF	Avg	Show Sketch

Sale Information

Sale Date	Sale Price	Deed Book	Deed Page	Qualification Reason	Grantor	Grantee
2011-04-11	4.10	1329	51	Other Not Valid	Multiple Owners	MORRIS FAN REV TR

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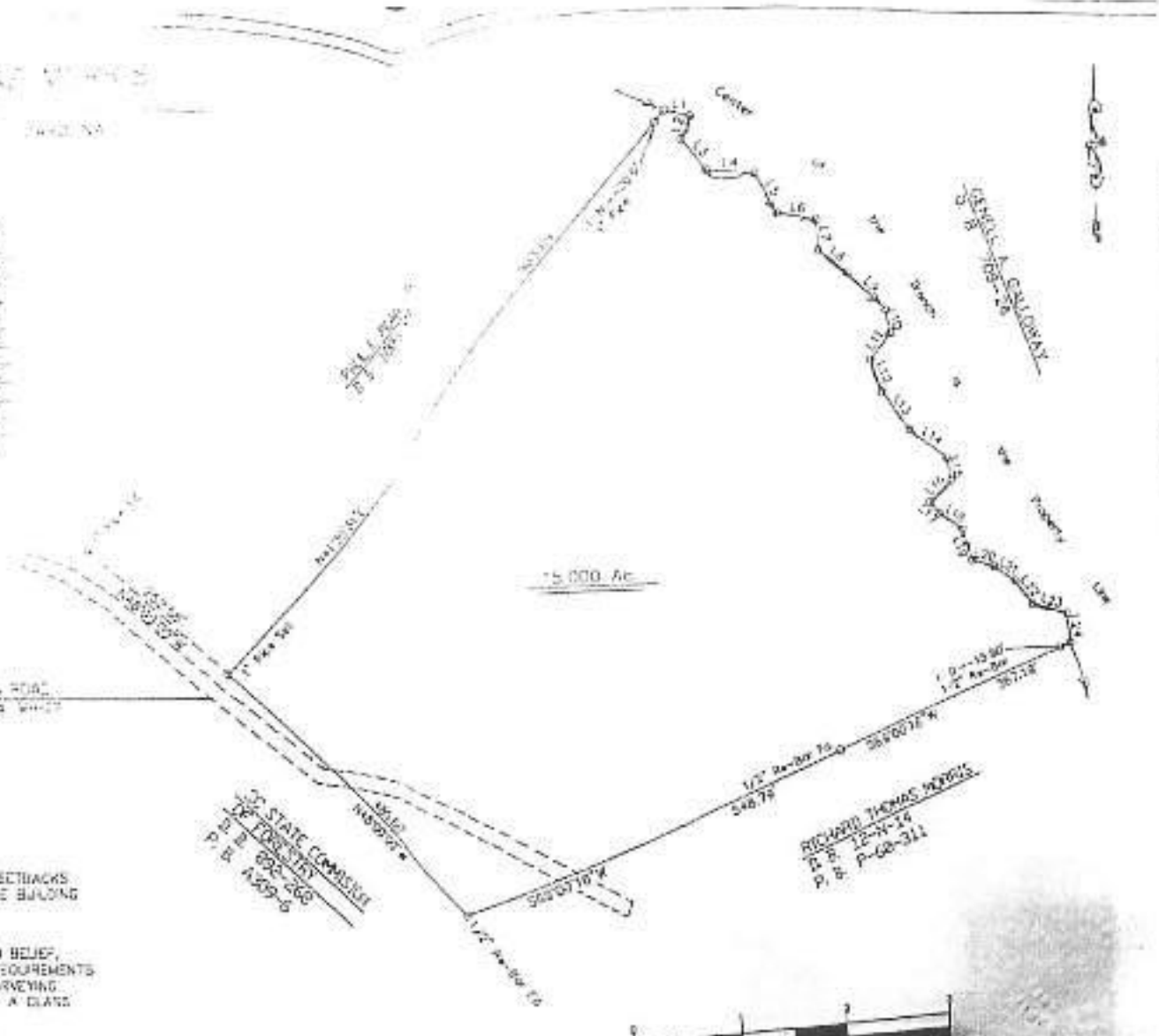
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IF UPDATE FOREVER Exhibit I

NO.	DESCRIPTION	AMOUNT	DATE
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NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS
 SHALL BE SHOWN HEREON WHICH ARE NOT WITHIN A DESIGNATED FLOODED AREA.

SAID TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF,
 THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS
 OF THE PROFESSIONAL PRACTICE OF LAND SURVEYING
 AND MEETS THE REQUIREMENTS FOR A CLASS
 "A" SURVEY.

BY: JAMES L. HART
 SURVEYOR
 20078
 (111) 100-1000

STATE COMMISSION
 OF FORESTRY
 P. B. 602-160
 P. B. 1109's

RICHARD THOMAS NEPPIS
 P. B. 12-11-14
 P. B. P-68-311



*Located near the tributary of Mill
Creek, this old homestead still
contains remnant stacked rock piers
(foreground) and fireplace
(background, right of center)*



*Intact fireplace of old homestead near
the tributary of Mill Creek.*



October 31, 2017

To: Oconee County Conservation Board
From: Richard Cain, Board Member
RE: Morris Tract Site Visit

I visited the Morris property October 11 and again on October 16.

On the first visit I confirmed the location of the property and walked the grounds near the house and outbuildings. I realized that I was woefully unprepared for the heat, humidity, insects and vegetation.

Humidity and temperatures were much lower on the second visit. I walked south from the shed into the woods. I found the Forestry Commission property line and followed it to the tributary of Mill Creek. The small stream was clear flowing and showed little evidence of sedimentation. Vegetation was lush and diverse. I won't attempt to duplicate the vegetative inventory provided by Sudie Davis Thomas but I did observe many of the species on that list.

I continued to the confluence with Mill Creek and proceeded generally east. There were open spaces between the creek and the hillside providing considerably more sunlight and resulting in a wider variety on vegetation.

I was struck by the small number and limited amount of exotic invasive plants. That was a pleasant surprise, as was the absence or near absence of erosion.

I saw nothing to contradict the observations of, and agree with the conclusions and recommendations of the NRCS/USDA report.



MINUTES
CONSERVATION BANK BOARD
December 18, 2017

Oconee County Administrative Offices, Council Chambers
415 S. Pine Street, Walhalla, SC 29691

MEMBERS

Mr. Shea Airey, Chairman
Mr. Frank Ables, Vice Chairman
Ms. Jennifer Moss, Secretary
Mr. Marvin Prater, Treasurer

Ms. Frances Rundlett
Mr. Richard Cain
VACANT
Ms. Katie D. Smith, Staff Liaison

The Oconee County Conservation Bank Board [OCCB] met at 9:00 a.m. in Council Chambers, 415 South Pine Street, Walhalla, SC with Mr. Shea Airey, Ms. Jennifer Moss, Ms. Frances Rundlett, Mr. Frank Ables, & Mr. Richard Cain [expect Mr. Marvin Prater] and Katie D. Smith, Clerk to Council acting as staff liaison.

Press: Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [www.oconeesc.com/council]. In addition it was made available [upon request] to the newspapers, radio stations, television stations and concerned citizens.

No members of the media were present.

Call to Order:

Mr. Shea Airey called the meeting to order at 9:07 a.m. Mr. Airey apologized to Mr. Scott Park, Land Conservation Director with Upstate Forever, and Ms. Elaine Morris for the cancellation of the previous meeting on November 14, 2017 due to lack of quorum. Mr. Airey further noted if any member of the board cannot make a meeting to let him know in advance.

Approval of Minutes

Ms. Moss made a motion, seconded by Mr. Rundlett approved 5 – 0, to approve the minutes from August 8, 2017 meetings as presented.

Treasurer's Report

Due to Mr. Prater's absence, Mr. Airey noted that the Treasurer's Reports as presented are accurate. Mr. Ables made a motion, approved unanimously to accept as presented the Treasurer's Reports for August, September, October, & November 2017. There was a charge on the November report for a bank fee due to inactivity. The Clerk noted the bank was taking care of the fee and should be returned to the account.

Review and/or discussion regarding Morris Property

Mr. Airey updated the Board regarding the Morris Property with the Morris Family Revocable Trust owning the property of over 20 acres in the Tamassee area. They submitted a Statement of Interest and then a full application. Mr. Richard Cain went for a site visit on October 31, 2017 and presented a statement of his findings [copy filed with these minutes].

Mr. Airey noted he previously asked for members of the board to score the property on their own using the criteria scoring sheet [copy filed with these minutes] and have ready for this meeting.

Discussion regarding the Criteria Worksheet and scoring of the Morris Property continued to include but not limited to:

Conservation Criteria	Maximum Points	Received
Environmental Sensitivity	35	25
Percentage of Property Sharing a Boundary with Protected Land	10	6
Historical / Cultural Features	5	5
Prime / Statewide Important Soil Types	10	0
Actively Farmed	5	0
Public Visibility of Property	5	5
Scenic View from Property	5	1
Public Access	10	0
Threat of Development	5	5
Size of Protected Property	10	0
Total Points Received		47

Financial	Scoring of Financial Criteria					
	None	Poor	Fair	Good	Excellent	Score
	0	2	3	4	5	
Funding Percentage Requested		✓				2
Matching or Other Monetary Contributions from Other Agencies or Groups			✓			3
Low Cost for Value Received		✓				2
Other Financial Benefit			✓			3
Other Incentives			✓			3
Total Points Received						13
Total OCCB Scoring Index (OSI)						60

Discussion continued to include but not limited to:

- Total grant request is \$20,200 and the estimated closing cost for the applicant is \$4,800
- Applicant is not receiving any other grants
- Donating majority of the value of the easement
- Smaller parcel but good quality tract connecting to state land
- Privately owned and maintained
- Easement

Mr. Airey has previously completed legal work for Ms. Morris and her husband well before the application process for the OCCB. Mr. Airey recused himself [copy of recusal form filed with these minutes] from further discussions and also on the vote.

Discussions continued to include the following:

- Total request from OCCB is \$25,000
- Help with the expenses
- Offering half of the request is reasonable

Mr. Ables made a motion, seconded by Mr. Cain, approved 3 – 1 [Ms. Rundlett opposed] to approve funding to Morris Family Revocable Trust in the amount of \$12,500 for easement.

Ms. Moss made a motion, seconded by Mr. Cain, approved 4 – 0, to approve the evaluation scoring sheet as presented at a score of 60 [copy filed with these minutes].

Ms. Moss made a motion, seconded by Mr. Cain, approved 5 – 0, to present Ms. Morris' property, upon her approval, to County Council for their final approval.

New Business:

Statement of Interest from Naturaland Trust / Oconee Town site – Re: TMS 095-00-01-023

Mr. Scott Park, Land Conservation Director with Upstate Forever, addressed the commission regarding the following:

- Land already purchased by Naturaland Trust with the help of the State Conservation Bank
- Adjoins Oconee Station
- Historic sites that are within the property
- Easement and will ultimately be held by Upstate Forever

Ms. Moss made a motion, seconded by Ms. Rundlett, approved 5 – 0, for a full application to be submitted on behalf of Naturaland Trust.

Old Business:

None at this meeting.

Next Meeting:

The next meeting will be held at 9:00 a.m., Tuesday, February 13, 2018 at the Oconee County Council Chambers, 415 South Pine Street, Walhalla, SC 29691.

Adjourn:

Ms. Morris made a motion, approved unanimously, to adjourn the meeting at 10:06 a.m.

Respectfully Submitted:

Katie D. Smith
Clerk to Council & Staff Liaison

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2017-32

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RESIDENTIAL LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND KENT CROOKS AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, LOCATED AT 207 CROOKS ROAD, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, Mr. Kent Crooks entered into a residential lease agreement with Oconee County, South Carolina, for certain improved real property located at 207 Crooks Road, Seneca, South Carolina, TMS #268-00-03-039 (the "Premises"), beginning January 1, 2017 and ending on December 31, 2017; and

WHEREAS, it is the desire of the County to enter into a new and separate lease with Mr. Crooks, such lease being captioned Lease Agreement (the "Lease"), attached hereto as Exhibit "A," for a term of one (1) year beginning January 1, 2018 and ending on December 31, 2018; and

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A."

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which

may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2018.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: December 19, 2017
Second Reading: January 16, 2018
Third Reading: _____
Public Hearing: _____

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made this ____ day of _____, 2018, ("Effective Date") by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor") and Kent Crooks ("Lessee").

WHEREAS, Lessor owns and holds fee simple title to that certain piece, parcel, or lot of land and all improvements thereon, located in the State of South Carolina, County of Oconee, containing 20.83 acres, more or less, and being generally located at 207 Crooks Road, Seneca, South Carolina, and having Oconee County TMS# 268-00-03-039 (the "Premises");

WHEREAS, Lessor wishes to lease unto Lessee, and Lessee wishes to lease from Lessor the Premises; and

WHEREAS, Lessor and Lessee have each represented and warranted, and hereby do represent and warrant, that they have the power and authority to execute and enter into this Lease, and upon such execution and delivery that this Lease shall be enforceable against each in accordance with its terms, all requisite approvals and authorization necessary or requisite for the execution and delivery of this Lease having been obtained prior to the Effective Date.

NOW, THEREFORE, in consideration of the above recitals (which are incorporated herein as covenants, representations, or warranties, as applicable, made in this Lease), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **LEASE OF PREMISES.** Lessor does hereby devise and lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for a period of one (1) year commencing January 1, 2018 and ending December 31, 2018 (the "Lease Term"), unless sooner terminated as provided herein. Lessee shall use the Premises only for residential purposes. Subject to the conditions of this Lease, Lessor agrees that Lessee may peaceably have, hold, and enjoy the Premises without hindrance by Lessor.

2. **AMOUNT AND PAYMENT FOR LEASEHOLD INTEREST.** Lessee covenants to pay to "Oconee County" at 415 S. Pine Street, Walhalla, SC 29691, or such other place as Lessor shall designate in writing, as rent for said Premises, the amount of Six Thousand and 00/100 (\$6,000.00) Dollars for the one (1) year Lease Term. Such rent

payment shall be delivered to Lessee in twelve (12) equal monthly installments of Five Hundred and 00/100 (\$500.00) Dollars, and such rent payments are to be received on or before the first (1st) day of each month, with the first payment being due at the signing hereof. A security deposit is not required.

3. **BREACH OR DEFAULT.** If any term or provision of this Lease is violated by Lessee and such violation is not cured within thirty (30) days following the giving of written notice thereof by Lessor to Lessee, this Lease shall, at the option of Lessor, terminate and Lessor may thereupon lawfully enter into or upon the Premises, repossess the same, and expel Lessee therefrom without prejudice to any other claim or remedy Lessor may have for the collection of rent and/or for damages for breach of this Lease.

4. **LESSEE'S MAINTENANCE AND REPAIR OF THE PREMISES.** Except as hereinafter provided, Lessee shall maintain and keep the exterior and interior of the Premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this lease in as good condition as received by Lessee, ordinary wear and tear excepted; provided, however, that if alterations, additions, and/or installations shall have been made by Lessee as provided for in this lease, Lessee shall be required to restore the Premises to the condition in which it was prior to such alterations, additions, and/or installations. Lessee shall be responsible for care, repair, and maintenance of all interior items, including mechanical, plumbing, electrical, carpeting, walls, and HVAC. Lessee shall maintain the areas around the front and rear doors, sidewalks, and delivery areas in a clean, neat, and orderly condition. Lessee will not commit any waste of or on the Premises and will pay for all damages to buildings or equipment caused by Lessee. Lessee shall not use or permit the use of the Premises in violation of any present or future local, state, or federal regulation or law. Lessee shall be responsible for all maintenance costs associated with the Premises.

5. **LESSEE'S ALTERATIONS, ADDITIONS, INSTALLATIONS, AND REMOVAL THEREOF.** Lessee may not, either at the commencement of or during the Lease Term, make any alterations in and/or additions to the Premises including, without limitation of the generality of the foregoing, alterations to the mechanical, electric, and plumbing systems without the written consent of Lessor.

6. **UTILITIES, TAXES, AND INSURANCE.** Lessee shall pay all charges for water, gas, sewer, electricity, and any other utility or operational cost associated with the Premises. Lessee shall be responsible for the payment of any taxes imposed on personal property situated at the Premises. Lessee shall maintain a general policy of liability insurance issued by a carrier, and in an amount, satisfactory to Lessor, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's guests, invitees, licensees, or others entering the Premises. It is, therefore, Lessee's responsibility to obtain insurance to cover such property and/or loss.

7. **RELEASE, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY.** Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and occupation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Council members, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

8. **OBSERVANCE OF LAWS.** Lessee shall duly obey and comply with all public laws, ordinances, rules, or regulations related to the use of the Premises.

9. **DAMAGE BY FIRE, ETC.** In the event the Premises are damaged by fire, flood, storm, civil commotion, or other unavoidable cause, to an extent not repairable within one hundred twenty (120) days of the date of such damage, this Lease shall terminate as of the date of such damage.

10. **ASSIGNMENT.** Lessee may not assign this lease or sub-let the Premises or any part thereof for any use, without the written consent of Lessor.

11. **LESSOR'S RIGHT TO ENTER PREMISES.** Lessee shall permit Lessor and Lessor's agents to enter at all reasonable times to view the state and condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purpose. Apart from entrance made necessary by emergency or exigent circumstance, Lessor shall give Lessee twenty-four (24) hours' advance notice of its desire to exercise its right to enter the Premises.

12. **ENTIRE AGREEMENT.** This Lease constitutes all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth.

13. **SECTION HEADING.** The section headings, as to the contents of particular sections herein, are inserted only for convenience and are in no way to be construed as part of such section or as a limitation on the scope of the particular section to which they refer.

14. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

15. **NOTICES.** It is agreed that all notices regarding this Lease shall be sent via US Postal Mail to:

Lessor: Oconee County

Attn: T. Scott Moulder, Administrator
415 S. Pine St.
Walhalla, South Carolina 29691
Contact Number: 864-638-4244

Lessee: James Kent Crooks
93 Goose Knob
Riverton, Wyoming 82501
Contact Telephone Number: 307-709-0106

or to such other addresses as may be from time to time authorized by Lessor or Lessee respectively.

16. COUNTERPART. This Lease may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective executors, administrators, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above.

WITNESS:

LESSOR:

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator

LESSEE:

By: _____
James Kent Crooks

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-33**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE LAKE OVERLAY DISTRICT WITH PARTICULAR REFERENCE BEING MADE TO THE NATURAL VEGETATIVE BUFFER; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30 Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances involving the Lake Overlay District with specific reference being made to changes intended to improve preservation of the Natural Vegetative Buffer; and,

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 38-11.1 of Chapter 38 of the Code of Ordinances, entitled *Lake overlay district*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-11.1 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: December 19, 2017
Second Reading: January 16, 2018
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

Sec. 38-11.1. - Lake overlay district.

- (a) *Title:* Lake overlay district.
- (b) *Definition:* The lake overlay is not intended to be a separate zoning district, but shall be assigned to the shoreline areas of Oconee County lakes that are considered by county council to be vital to the economic prosperity and general well-being of all county citizens.
- (c) *Intent:* This overlay is intended to protect water quality, maintain natural beauty, and limit secondary impacts of new development that may negatively affect the lifestyles of those living near the lakeshore and the general enjoyment of the lakes by all citizens.
- (d) *Boundary:* The boundaries of the lake overlay district are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:
 - (1) Keowee/Jocassee Overlay (Lakes Keowee and Jocassee). The following standards shall apply within 750 feet of the full pond contour of Lake Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour.
 - a. *Standards.*
 - 1. No single-family or multi-family development shall have a net density greater than two dwelling units per acre within the boundary of the overlay.
 - 2. No structure constructed in the overlay shall have a building height greater than 65 feet above finished grade. In no circumstance shall the grade elevation be altered beyond that necessary to provide for structural soundness. For the purposes of this section, unless otherwise stated, all dimensions, heights, elevations and other specifications related to structures shall be measured in accordance with adopted building codes.
 - 3. Marinas and commercial boat storage shall comply with Duke Energy's regulations and shall not be located within a mile radius of an existing platted and properly recorded subdivision.
 - 4. All non-residential projects that have a proposed developed area fully or partially located within the boundaries of the Lake Keowee/Jocassee Overlay shall be subject to a special exception hearing by the board of zoning appeals. The board of zoning appeals shall use Appendix A as a guide and for good cause shown they may waive the strict application of any standard therein.
 - 5. Natural Vegetative Buffer.
 - (i) The Natural Vegetative Buffer shall be established on all waterfront parcels whose property line is located within 25 feet from the full pond contour. Those parcels not meeting these criteria shall be exempt from this standard. A map indicating those parcels to which the standards of this section apply, as well as the status of the establishment of the

required buffer, shall be created and maintained as a layer in the county's Geographic Information System (GIS), and shall be available to the public.

- (ii) The Buffer shall extend to a depth of 25 feet measured along a perpendicular line from the full-pond contour (800 feet above MSL for Keowee and 1100 feet above MSL for Jocassee). Shoreline stabilization shall be permitted provided any soil disturbance or other stabilization activities are supervised and approved by the appropriate licensed design professional and submitted to the Zoning Administrator. Right-of-way maintenance activities by all utilities shall be exempt.
- (iii) Motorized equipment will be permitted inside the Natural Vegetative Buffer if:
 - a. required to remove dead or dying trees, as confirmed by a certified arborist, forester or Zoning Administrator
 - b. required for remediation purposes, as permitted by the Zoning Administrator.
 - c. required for construction of the 15% view lane path or permitted patio/deck.
 - d. required for work related to installing permitted electrical/water piping into the Lake.
 - e. Golf carts and similar vehicles are permitted to utilize the path of the permitted 15% View Lane(s).
- (iv) All structures and landscaping existing at the time of adoption of this chapter shall be considered as permitted and shall not be considered impediments to the buffer.
- (v) Silt Fences: In order to ensure that the Natural Vegetative Buffer is maintained during the development of property, properly installed, entrenched and maintained silt fences are required, before a Zoning inspection will take place. The silt fences must begin at or above the Vegetative Buffer line. Wire backed silt fences are highly recommended and J-hooks, hay bales, grass mats and seeding shall be installed, as needed, at least 25 feet from the full pond contour (800 feet above MSL for Keowee and 1100 feet above MSL for Jocassee), separating the Buffer from the developed area, until the completion of construction. The County may mandate additions of any or all of these options at any point during construction.

If the silt fences and other measures, listed above, fail to prevent an accumulation of silt and other debris in the Natural Vegetative Buffer, the County shall require the responsible parties to install additional control

measures. These measures shall be installed in a timely manner to prevent any further accumulation.

Silt that has entered the Natural Vegetative Buffer shall be removed if possible and then the area within the Natural Vegetative Buffer shall be stabilized with pine straw, mulch and/or other planted vegetation.

See section "f" for Penalties.

- (vi) **View Lanes:** View Lane means the portion of a natural buffer utilized and maintained by the property owner to enhance observation and access of the lake and surrounding landscapes. Typically, the vegetation in the View Lane is lower in height and/or smaller in diameter than that found in the rest of the buffer. The View Lane may be up to 15% of the Vegetative Buffer either as one contiguous lane or multiple smaller lanes.
- (vii) **Allowed Development within the Vegetative Buffer:** Paths of permeable or impermeable construction are permitted within the Natural Vegetative Buffer provided they are no wider than six (6) feet. Turnarounds are permitted within the 15% View Lane. Any path is considered a part of the allowed 15% View Lane. Patios or decks, without permanent vertical features other than those required for safety or building code standards, are permitted but may not be more than 100 square feet and must be part of a contiguous 15% View Lane. Electrical and water lines may be installed through the Natural Vegetative Buffer provided they run within the permitted 15% View Lane and meet all applicable building codes.
- (viii) **Vegetation Removal:** No trees larger than six-inch caliber at four feet from the ground shall be removed unless certified to be a hazard by a registered forester or arborist. Trees may be limbed up to 50 percent of their height. A removal plan shall be submitted for approval. Invasive species may be removed in such a manner that does minimal damage to surrounding native vegetation. Trees that are clearly dead or dying may be removed with the permission of the Zoning Administrator. Existing vegetation, outside of the allowed 15% View Lane, may be under-brushed. This under-brushing may not utilize herbicides, fertilizers or other chemicals and may not increase run-off throughout the Natural Vegetative Buffer. Vegetation within the allowed 15% View Lane may be maintained to the property owner's standards provided it does not create or contribute to runoff entering the Lake or adjacent properties and the maintenance does not utilize herbicides, fertilizers or other chemicals.
- (ix) **Vegetation Mitigation :** The following mixture of plants for every 2500 square feet of the Natural Vegetative Buffer shall be required if reestablishing the native vegetation or for mitigation purposes:

- a. Three large maturing shade trees, equally spaced, four-inch or greater caliper at four feet.
 - b. Three understory trees, equally spaced, two-inch or greater caliper at four feet.
 - c. Six small evergreen trees.
 - d. Twenty shrubs or a diverse mix of native plants and unmanaged (uncut below 12 inches and untreated) native grasses where available and suited to the site.
- (x) No new manicured lawns or other managed grasses shall be established within the buffer area. Additionally, no clear cutting or mowing, cultivation activities, fertilization, use of herbicides, fungicides, or pesticides shall occur within the buffer area.
- (xi) In the event that a property owner is unable to establish the said buffer they may request a variance, to be considered at a hearing before the board of zoning appeals, stating the reasons why a buffer cannot be established. The board of zoning appeals ~~of zoning appeals~~ may, in its sole discretion, grant or not grant such variance, for good cause shown.

(e) Compliance and Conflicts:

Compliance with the requirements of this Section does not nullify a party's duty to comply with other or more stringent regulations, requirements, or guidelines of a Duke Energy company or affiliate, or any local, state, or federal law or other applicable authority

(f) Penalties:

The intent of the Natural Vegetative Buffer is to protect the natural and built environment within and surrounding Lakes Keowee and Jocassee. All parties owning, renting, or inhabiting property or working on property within the Lake Overlay are required to work within the intent and the letter of this and all applicable ordinances and standards to protect and enhance the natural and built environments.

A violation of this Article is punishable by fine and/or imprisonment in an amount not to exceed the jurisdictional limits granted to a magistrate's court in Oconee County under South Carolina law. Additionally, building and zoning permits may be revoked, stop work orders issued, and civil fines levied as appropriate under the circumstances. Further, the provisions, including prescriptions, proscriptions, and penalties contained within the International Property Maintenance Code may apply.

ATTACHMENT A to Ordinance 2017-33

(SHOWING ADDED AND DELETED LANGUAGE)

Sec. 38-11.1. - Lake overlay district.

- (a) *Title:* Lake overlay district.
- (b) *Definition:* The lake overlay is not intended to be a separate zoning district, but shall be assigned to the shoreline areas of Oconee County lakes that are considered by county council to be vital to the economic prosperity and general well-being of all county citizens.
- (c) *Intent:* This overlay is intended to protect water quality, maintain natural beauty, and limit secondary impacts of new development that may negatively affect the lifestyles of those living near the lakeshore and the general enjoyment of the lakes by all citizens.
- (d) *Boundary:* The boundaries of the lake overlay district are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:
 - (1) Keowee/Jocassee Overlay (Lakes Keowee and Jocassee). The following standards shall apply within 750 feet of the full pond contour of Lake Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour.
 - a. *Standards.*
 - 1. No single-family or multi-family development shall have a net density greater than two dwelling units per acre within the boundary of the overlay.
 - 2. No structure constructed in the overlay shall have a building height greater than 65 feet above finished grade. In no circumstance shall the grade elevation be altered beyond that necessary to provide for structural soundness. For the purposes of this section, unless otherwise stated, all dimensions, heights, elevations and other specifications related to structures shall be measured in accordance with adopted building codes.
 - 3. Marinas and commercial boat storage shall comply with Duke Energy's regulations and shall not be located within a mile radius of an existing platted and properly recorded subdivision.
 - 4. All non-residential projects that have a proposed developed area fully or partially located within the boundaries of the Lake Keowee/Jocassee Overlay shall be subject to a special exception hearing by the board of zoning appeals. The board of zoning appeals shall use Appendix A as a guide and for good cause shown they may waive the strict application of any standard therein.
 - 5. Natural ~~v~~Vegetative ~~b~~Buffer.

- (i) A **The** Natural Vegetative Buffer shall be established on all waterfront parcels whose property line is located within 25 feet from the full pond contour. Those parcels not meeting this criteria shall be exempt from this standard. A map indicating those parcels to which the standards of this section apply, as well as the status of the establishment of the required Buffer, shall be created and maintained as a layer in the county's Geographic Information System (GIS), and shall be available to the public.
- (ii) The Buffer shall extend to a depth of 25 feet measured along a perpendicular line from the full-pond contour (800 feet above MSL for Keowee and 1100 feet above MSL for Jocassee).; ~~in the event permanent shoreline stabilization, such as rip rap, retaining walls, is located at the full pond contour, the buffer may begin at the back of the stabilization, provided the minimum required area is achieved.~~ Shoreline stabilization shall be permitted provided any soil disturbance or other stabilization activities are supervised and approved by the appropriate licensed design professional and submitted to the Zoning Administrator. Right-of-way maintenance activities by all utilities shall be exempt.
- (iii) Motorized equipment will be permitted inside the Natural Vegetative Buffer if:
- a. required to remove dead or dying trees, as confirmed by a certified arborist, forester or Zoning Administrator
 - b. required for remediation purposes, as permitted by the Zoning Administrator.
 - c. required for construction of the 15% view lane path or permitted patio/deck.
 - d. required for work related to installing permitted electrical/water piping into the Lake.
 - e. Golf carts and similar vehicles are permitted to utilize the path of the permitted 15% View Lane(s)
- ~~.All structures and landscaping existing at the time of adoption of this chapter shall be considered as permitted and shall not be considered impediments to the buffer. Any new structures or any other new objects that are impediments to the establishment of the required buffer shall be placed outside the natural buffer areas unless the total square footage occupied by the structure, not to exceed 20 percent of the required buffer area, is added to the buffer at another location on the same parcel, provided the resulting buffer area is equal to the required buffer area, and the effectiveness of the buffer is not compromised.~~
- (iv) All structures and landscaping existing at the time of adoption of this chapter shall be considered as permitted and shall not be

considered impediments to the Buffer. In order to ensure that the natural buffer is maintained during the development of property a properly installed and maintained silt fence shall be installed 25 feet from the full pond elevation, separating the buffer from the developed area, until the completion of construction. No construction or disturbance shall occur below the silt fence unless it is deemed necessary by a certified arborist to remove diseased trees. Dead trees may be removed with the approval of the zoning administrator. No trees larger than six-inch caliber at four feet from the ground shall be removed unless certified to be a hazard by a registered forester or arborist. Trees may be limbed up to 50 percent of their height. A removal plan shall be submitted for approval.

- (v) **Silt Fences:** In order to ensure that the Natural Vegetative Buffer is maintained during the development of property, properly installed, entrenched and maintained silt fences are required, before a Zoning inspection will take place. The silt fences must begin at or above the Vegetative Buffer line. Wire backed silt fences are highly recommended and J-hooks, hay bales, grass mats and seeding shall be installed, as needed, at least 25 feet from the full pond contour (800 feet above MSL for Keowee and 1100 feet above MSL for Jocassee), separating the Buffer from the developed area, until the completion of construction. The County may mandate additions of any or all of these options at any point during construction.

If the silt fences and other measures, listed above, fail to prevent an accumulation of silt and other debris in the Natural Vegetative Buffer, the County shall require the responsible parties to install additional control measures. These measures shall be installed in a timely manner to prevent any further accumulation.

Silt that has entered the Natural Vegetative Buffer shall be removed if possible and then the area within the Natural Vegetative Buffer shall be stabilized with pine straw, mulch and/or other planted vegetation.

See section "F" for Penalties.

No development activity or soil disturbance shall occur in the buffer area, unless permitted by the zoning administrator.

- (vi) **View Lanes:** View Lane means the portion of a natural buffer utilized and maintained by the property owner to enhance observation and access of the lake and surrounding landscapes. Typically, the vegetation in the View Lane is lower in height and/or smaller in diameter than that found in the rest of the buffer. The View Lane may be up to 15% of the Vegetative Buffer either as one contiguous lane or multiple smaller lanes.

~~Shereline stabilization shall be permitted provided any soil disturbance or other stabilization activities are supervised and approved by the appropriate licensed design professional and submitted to the zoning administrator.~~

- (vii) **Allowed Development within the Vegetative Buffer:** Paths of permeable or impermeable construction are permitted within the Natural Vegetative Buffer provided they are no wider than six (6) feet. Turnarounds are permitted within the 15% View Lane. Any path is considered a part of the allowed 15% View Lane. Patios or decks, without permanent vertical features other than those required for safety or building code standards, are permitted but may not be more than 100 square feet and must be part of a contiguous 15% View Lane. Electrical and water lines may be installed through the Natural Vegetative Buffer provided they run within the permitted 15% View Lane and meet all applicable building codes.

~~A map indicating those parcels to which the standards of this section apply, as well as the status of the establishment of the required buffer, shall be created and maintained as a layer in the county's Geographic Information System (GIS), and shall be available to the public.~~

- (viii) **Vegetation Removal:** No trees larger than six-inch caliber at four feet from the ground shall be removed unless certified to be a hazard by a registered forester or arborist. Trees may be limbed up to 50 percent of their height. A removal plan shall be submitted for approval. Invasive species may be removed in such a manner that does minimal damage to surrounding native vegetation. Trees that are clearly dead or dying may be removed with the permission of the Zoning Administrator. Existing vegetation, outside of the allowed 15% View Lane, may be under-brushed. This under-brushing may not utilize herbicides, fertilizers or other chemicals and may not increase run-off throughout the Natural Vegetative Buffer. Vegetation within the allowed 15% View Lane may be maintained to the property owner's standards provided it does not create or contribute to runoff entering the Lake or adjacent properties and the maintenance does not utilize herbicides, fertilizers or other chemicals.

~~Natural, existing vegetation is encouraged; however, the following mix of plants shall be required for every 2,500 square feet of vegetative buffer area that is established by planting:~~

- (1) ~~The following mixture of plants for every 2,500 square feet of natural vegetative buffer shall be required when existing:~~
- a. ~~Three large maturing shade trees, equally spaced, four-inch or greater caliber at four feet.~~

- ~~b. Three understory trees, equally spaced, two-inch or greater caliper at four feet.~~
 - ~~c. Six small evergreen trees.~~
 - ~~d. Twenty shrubs; or~~
 - ~~(2) A diverse mix of native plants and unmanaged (uncut below 12 inches and untreated) native grasses where available and suited to the site.~~
 - (ix) **Vegetation Mitigation** : The following mixture of plants for every 2500 square feet of the Natural Vegetative Buffer shall be required if reestablishing the native vegetation or for mitigation purposes:
 - a. Three large maturing shade trees, equally spaced, four-inch or greater caliper at four feet.
 - b. Three understory trees, equally spaced, two-inch or greater caliper at four feet.
 - c. Six small evergreen trees.
 - d. Twenty shrubs or a diverse mix of native plants and unmanaged (uncut below 12 inches and untreated) native grasses where available and suited to the site.
- A view lane of no more than 15 percent of the buffer area shall be permitted in the natural buffer area. Impervious surface no greater than 20 percent of the allowed view lane area is permitted. All impervious surfaces shall be considered part of the view lane. Other structures must be temporary.
- (x) No new manicured lawns or other managed grasses shall be established within the buffer area. Additionally, no clear cutting or mowing, cultivation activities, fertilization, use of herbicides, fungicides, or pesticides shall occur within the buffer area.
 - (xi) In the event that a property owner is unable to establish the said buffer they may request a variance, to be considered at a hearing before the board of zoning appeals, stating the reasons why a buffer cannot be established. The board of zoning appeals of zoning appeals may, in its sole discretion, grant or not grant such variance, for good cause shown.

(e) Compliance and Conflicts:

Compliance with the requirements of this Section does not nullify a party's duty to comply with other or more stringent regulations, requirements, or guidelines of a Duke Energy company or affiliate, or any local, state, or federal law or other applicable authority

(f) Penalties

The intent of the Natural Vegetative Buffer is to protect the natural and built environment within and surrounding Lakes Keowee and Jocassee. All parties owning, renting, or inhabiting property or working on property within the Lake Overlay are required to work within the intent and the letter of this and all applicable ordinances and standards to protect and enhance the natural and built environments.

A violation of this Article is punishable by fine and/or imprisonment in an amount not to exceed the jurisdictional limits granted to a magistrate's court in Oconee County under South Carolina law. Additionally, building and zoning permits may be revoked, stop work orders issued, and civil fines levied as appropriate under the circumstances. Further, the provisions, including prescriptions, proscriptions, and penalties contained within the International Property Maintenance Code may apply.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: January 16, 2018
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2018-04 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR COMMERCIAL STRUCTURES; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2018-04 stems from work performed by the Planning Commission to make clearer the applicability of existing setback requirements in the Control Free District to commercial structures by adding the following language:

Setback requirements do not apply to lot lines separating commercial units which are part of a multi-unit commercial structure (e.g., a strip mall).

As to multi-unit commercial developments located on one lot (e.g. traditional malls, town centers, or mixed-use developments) setback requirements apply only to the exterior perimeter wall of an entire structure.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : Grants

ATTACHMENTS

Attachment A.

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2017-31.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-04**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACK LANGUAGE FOR COMMERCIAL STRUCTURES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30 Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances involving setback requirements as relate to commercial structures in the Control Free District; and,

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: January 16, 2018
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A
To Ordinance 2018-04

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.

Dimensional requirements:

Residential Uses		Density and Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre	N/A	N/A	25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre	N/A	N/A	15	5	5	65
	N/A	Less than ¼ acre	N/A	N/A	10	5	5	65
Nonresidential Uses		Minimum Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Min. Width (ft.)		Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre	N/A		25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre	N/A		15	5	5	65
	N/A	Less than ¼ acre	N/A		10	5	5	65

These setback requirements shall not apply to subdivision plats that were recorded in the Office of the Oconee County Register of Deeds prior to May 7, 2002.

Setback requirements do not apply to lot lines separating dwelling units which are part of a multi-family housing structure (e.g., townhouses).

As to multi-family housing structures located on one lot (e.g., duplexes or apartments), setback requirements apply only to the exterior perimeter wall of the entire structure.

Setback requirements do not apply to lot lines separating commercial units which are part of a multi-unit commercial structure (e.g., a strip mall).

As to multi-unit commercial developments located on one lot (e.g. traditional malls, town centers, or mixed-use developments) setback requirements apply only to the exterior perimeter wall of an entire structure.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 16, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

Resolution 2018-01 “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC ACCESS AREA LEASE AGREEMENT BETWEEN DUKE ENERGY CAROLINAS, LLC, AS LESSOR AND OCONEE COUNTY, AS LESSEE; AND OTHER MATTERS RELATED THERETO.”

BACKGROUND DESCRIPTION:

Resolution 2018-01 will authorize the execution and delivery of a Public Access Area Lease Agreement and Memorandum of Lease between Oconee County and Duke Energy Carolinas, LLC, in relation to certain property lying within and adjoining Lake Keowee, known as the **South Cove Access Area**, for public parks and recreation purposes. This Lease shall amend, replace, and supersede the existing lease, dated September 24, 2009, between the parties, and the prior lease will be of no further force or effect.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: /

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council pass Resolution 2018-01.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2018-01**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC ACCESS AREA LEASE AGREEMENT BETWEEN DUKE ENERGY CAROLINAS, LLC, AS LESSOR AND OCONEE COUNTY, AS LESSEE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, the County desires to execute and enter into a Public Access Area Lease Agreement, a copy of which is attached hereto as Exhibit “A” (the “Lease”), with Duke Energy Carolinas, LLC, a North Carolina limited liability company, (“Lessor”) in relation to certain property lying within and adjoining Lake Keowee, consisting of approximately 46.07 ± acres, as more particularly shown on that certain plat of survey entitled “South Cove Access Area,” dated January 15, 2003, such property to be used as a public park and/or public recreational area; and

WHEREAS, it is the desire of the County to enter into the Lease for a term beginning on the Lease execution date and expiring at the end of the term of the “License” granted to Lessor by the Federal Energy Regulatory Commission (“FERC”) effective August 1, 2016 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless terminated sooner pursuant to Paragraphs 28, 29, or 31 of the Lease; and

WHEREAS, the Lease shall amend, restate, replace, and supersede the existing lease dated September 24, 2009, between Lessor and County, and such prior lease will be of no further force or effect, and

WHEREAS, the Oconee County Council (the “Council”) has reviewed the form of the Lease and has determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and a Memorandum of Lease (see Exhibit “B” attached hereto), as well as all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. Public Access Area Lease Agreement and Memorandum of Lease Approved. The Public Access Area Lease Agreement and Memorandum of Lease are hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease

and the Memorandum of Lease in substantially the same forms as Exhibits “A” and “B” attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and the Memorandum of Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

RESOLVED in meeting, duly assembled, this ____ of _____, 2018.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

EXHIBIT A

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy Corporation
Site: 007642
Land Unit: 0057940
Project No: 007642-3764900

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PUBLIC ACCESS AREA
LEASE AGREEMENT WITH
OCONEE COUNTY, SOUTH CAROLINA

South Cove County Park
Lake Keowee, Keowee-Toxaway Project (FERC No. 2503)

THIS LEASE, made and entered into as of the _____ day of _____, 2017, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“Lessor”), and **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and a political subdivision of the State of South Carolina (“Lessee”);

WITNESSETH:

WHEREAS, Lessor holds a license (“License”) from the Federal Energy Regulatory Commission (“FERC”) to operate the Keowee-Toxaway Hydroelectric Project, FERC No. 2503 (“Project”), which impounds the waters of Lake Jocassee including Horsepasture River, Thompson River, Toxaway River and Whitewater River and Lake Keowee including Little River and Keowee River all in South Carolina, and which Project is subject to regulatory oversight by the FERC; and

WHEREAS, Lessor owns that certain property described herein lying within and adjoining the bed of Lake Keowee (the “Lake”) in Oconee County, South Carolina, which is part of the Project; and

WHEREAS, Lessee desires to lease a portion of said Project on the Lake for the purpose of constructing and maintaining a public park and/or public recreational area, containing 46.07 ± acres (42.35 acres and 3.72 acres), as more particularly shown on that certain plat of survey entitled “South Cove Access Area,” dated January 15, 2003, attached hereto as **Exhibit A** and incorporated herein by reference (the “Leased Premises”), and as described in detail on the Site Plan attached hereto as **Exhibit B** and incorporated herein by reference; and

WHEREAS, Lessor desires to accommodate Lessee's construction, operation and maintenance of a public park and/or public recreation area provided such use does not interfere with Lessor's ability to operate and maintain the Project in accordance with its operating license, other FERC requirements, and its business operations; and

WHEREAS, Article 409 of the License for the Project grants Lessor (as the licensee of the Project) the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy as long as the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational and environmental values of the Project.

NOW, THEREFORE, the Lessor, for and in consideration of the covenants and agreements hereinafter expressed to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the Leased Premises.

1) **Term**: This Lease shall begin on the _____ day of _____, 201____, (the "Effective Date") and shall expire at the end of the term of the License granted to Grantor by the FERC effective August 1, 2016 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless terminated sooner pursuant to Paragraphs 28, 29 or 31 of this Lease. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or, if necessary, to comply with FERC requirements.

2) **Warranties**: In order to induce Lessor to enter into this Lease, Lessee warrants and represents that it has authority to enter into this Lease under or by_____. Lessor represents that it has full and lawful authority to enter into this Lease for lands dedicated to public use by terms of the License for the Project issued by the FERC pursuant to the Federal Power Act.

a) **Disclaimer of Warranties of Condition**: Lessee accepts the Leased Premises "AS IS." Lessor makes no warranties or representations as to the conditions of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no

representation or warranty, express or implied, and will bear no responsibility as to the existing or future water quality or quantity in Lake Keowee or its tributaries, or the sufficiency or suitability of the Leased Premises for use as a public park and or public recreation site.

- b) Assignment of Contractor and Vendor Warranties: Lessor agrees to Lessee's rights under all assignable contractor or vendor warranties relating in any way to any building, fixture or other improvement located on the Leased Premises, as permitted by the terms and conditions of contractor or vendor warranties.

3) Rent and/or Other Consideration: The consideration flowing to Lessor for this Lease is the Lessee's assumption of responsibility for construction, maintenance and operation of present and future recreation facilities permitted under the terms of the License. Failure by Lessee to maintain and operate the permitted facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this Lease pursuant to Paragraph 28 herein. Should the FERC require additional public recreation facilities within the Leased Premises, Lessor and Lessee shall hold a meeting to discuss the requirement. The procedures set forth in Paragraph 6, Site Plan, shall be followed.

4) Permitted Uses: The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreation area and for no other purpose unless it is a compatible use, such as the provision of recreation-related goods and services, which may be permitted on site when authorized in advance in writing by Lessor. Any public park and/or public recreation site may include, but is not limited to, the following types of area development:

a) Public Park or Recreation Areas –

- i) Areas that have developed recreational facilities, such as picnic tables, picnic pavilions, nature centers, swimming beaches, bathhouses, restrooms, campgrounds, cabins, park stores, restaurants, marinas, waste pump out facilities, gas sales (land or water), challenge courses, maintenance and related structures or facilities that directly support park operations and maintenance, living quarters for park personnel, and other related facilities or amenities; and
- ii) Recreation uses such as picnicking, tent camping, hiking, wildlife viewing, boating, fishing, swimming, and other related outdoor activities.

- b) Access and/or Trail Areas – areas that enable water access via boat launches or piers, or land access via pedestrian, bike or horse trails.
- c) Nature Preserve/Research Areas – areas that provide land for and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

5) **Public Use of Facilities:** Use of any and all public park and/or public recreation area facilities, including such public service/convenience facilities as restrooms, water faucets, public communications equipment, trash receptacles, etc., constructed or placed on the Leased Premises by the Lessee will be open to use by boaters, bank fishing persons and all other public recreation users of the public recreation facilities, during the times and for the applicable fees stipulated in **Exhibit B**. Lessee shall allow public boat launching at the required public boating access areas free of charge, except where fees have been agreed upon with Lessor.

6) **Site Plan:** The Site Plan submitted by the Lessee for development of recreation facilities on the Leased Premises, attached hereto as **Exhibit B**, shall be implemented by Lessee. Any changes to the Site Plan require prior written approval of the Lessor. Additions to or modifications of any facilities will require the submittal to Lessor of detailed plans, including but not limited to, construction plans and elevation drawings. Major additions or modifications will typically require review by other entities and may require FERC approval.

If, as part of this Lease, Lessor approves construction of new facilities, such facilities must be constructed within the timelines set out in the Site Plan. A one (1) year or other appropriate time extension may be considered if the Lessee files a written request with Lessor at least 60 days prior to the construction deadline for any specific facility or facilities, setting forth the reasons why the facility or facilities will not be completed within the allotted timeframe. If an extension of time to complete construction of the facilities is granted by Lessor, additional requirements may be required of Lessee to meet revised regulations or shoreline development guidelines.

Should FERC require additional recreation facilities to be located at the Leased Premises, Lessor will contact Lessee and arrange a meeting to discuss the required additional recreation facilities. At the meeting the specifics of what facilities must be added, where the facilities can be added, an estimated cost for adding the facilities, and the timing of adding additional facilities should be determined. Lessor and Lessee will then

evaluate their available resources to determine how and when the required additional recreation facilities will be constructed, and if those resources will be in dollars, 'in-kind' services or a combination thereof. A revised Site Plan will be developed based on the results of the meeting. Once Lessor and Lessee are in agreement with the revised plan, Lessor and Lessee shall enter into a revised lease.

7) User Fees and Hours of Operation: Lessee agrees that Lessor's employees, third party contractor employees, local law enforcement officials, local environmental and public health officials, and local emergency response crews operating in his/her official capacity will be exempt from user fees. Any proposed changes in the schedule of fees or hours of operation by the Lessee must be submitted in writing to the Lessor at least sixty (60) days prior to proposed implementation and must be approved in writing. Contracts or leases between Lessee and third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation; and must not be executed until Lessee receives written approval from the Lessor. Lessee agrees that user fees as well as any proceeds it collects from third party contracts or leases associated with the Leased Premises will be used exclusively to:

- a) offset Lessee's costs of operation, maintenance, and capital improvements of the Leased Premises or other public recreation facilities for which Lessee is responsible that are also within or adjoining the Project Boundary or within or adjoining a free-flowing section of the Keowee-Toxaway Project, or
- b) offset Lessee's cost of improving its own public recreation department in specific areas that benefit public recreation users of the Project or the aforementioned free-flowing section of the Keowee-Toxaway Project, or

Lessee agrees to submit an Annual Operational Report to assist Lessor in its reporting on shoreline activities and planning efforts to the FERC.

8) Joint Annual Inspection: Lessor and Lessee will perform a joint annual physical inspection of the Leased Premises each year for the term of this Lease to ensure the Leased Premises are being maintained in a safe manner and to the maintenance levels mutually acceptable to Lessor and Lessee.

9) Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter the Leased Premises to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an

eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

10) **Maintenance**: Lessee recognizes it has the continuing responsibility to ensure the constructed and placed facilities are maintained in good repair, including, but not limited to, maintenance of those facilities in the Site Plan and proper erosion control within the Leased Premises and along the shoreline, and agrees to take all reasonable steps necessary to meet this responsibility. Lessee is to maintain all structures and improvements within the Leased Premises in a sound condition and in neat appearance and pay all costs for said maintenance. In the event Lessee fails to properly maintain all buildings and improvements or Lessee fails to obtain budgetary appropriations for the maintenance of the Leased Premises, then Lessor may terminate this Lease and retake possession of the Leased Premises, as set forth in Paragraphs 28 and 29.

11) **Signage**: Lessor will provide to Lessee all information required for signage at the entrance to boat access ramps or other signage as required by the License. Lessee shall erect the signs within 15 days of receipt of said information and maintain the signs during the term of this Lease.

12) **Improvements**: Lessee shall have the right at its own expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the Lease term. However, Lessee shall submit to Lessor for Lessor's review detailed plans, including but not limited to construction plans and elevation drawings of all proposed material alterations or improvements and receive the written approval of Lessor prior to initiating work on proposed alterations or improvements. Dependent on the scope and substance of the proposed alterations or improvements, modification of the Site Plan may be required. Additionally, certain substantive changes may require the approval of applicable local, state and federal agencies prior to submittal of the request to Lessor and in certain situations the Lessor will need to submit Lessee's application to the FERC for approval, prior to issuance of approval by Lessor.

13) **Illegal and Prohibited Uses**: Lessee shall not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any and all applicable governmental authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the

approval of the applicable governmental authority. Prohibited uses under the terms of the Lease include but are not limited to the following:

- a) Sale of alcoholic beverages or drugs;
- b) Gambling (e.g., installation of video gaming machines that pay off, etc.);
- c) Creation or installation of firearm or shooting ranges;
- d) Charging excessive fees;
- e) Establishing predetermined user groups that use specific facilities; and
- f) Excluding any user on the basis of age, sex, race, color, religion, national origin, handicap/disability, or familial status.

14) **Fire Protection**: In the event of a fire within or threatening to the lands or facilities of any park or recreation area which is a part of this Lease, Lessee agrees to assist Lessor with the protection of the park or recreation area against such fire.

15) **Leased Premises Subject to FERC Oversight**: Lessee agrees its use of the Leased Premises will comply with FERC Order No. 313, attached hereto as **Exhibit C**, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Project. Failure by Lessee to maintain and operate the FERC required facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this Lease pursuant to Paragraph 28.

16) **Compliance with State, Federal and Local Laws**: Lessee agrees that its use of the Leased Premises as herein provided shall be consistent with all applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises, and Lessee's use of the Leased Premises shall comply with all applicable Duke Energy Shoreline Management Guidelines and the Shoreline Management Plan. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations at the termination date. Lessee shall be relieved of any responsibility for compliance under this Paragraph 16 if during the Lease term Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use pattern, or causing or allowing any third party to do so.

17) Protection of Environment: All necessary precautions shall be taken during construction and subsequent operation and maintenance of the facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

18) Archaeological Resources: Lessee shall comply with the cultural resources consultation requirements specified in the Lessor's Historic Properties Management Plan for the FERC Project No. 2503 regarding any ground-disturbing activities, inadvertent discoveries, treatment of human remains and funerary objects or significant modifications to the leased facilities and lands. If any archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and the Lessor shall be notified. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

19) Utility Easement: Lessor for itself, successors and assigns, reserves an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, under, along and above the Leased Premises. Lessor also reserves the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures for the purpose of transmitting or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. Lessor will notify and consult with the Lessee as to the plans for the construction of any buildings or structures to be placed within the Leased Premises, necessary to conduct Lessor's business.

20) Reservation of Use: The right to use the Leased Premises for Project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

21) Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the Public Access Areas or its License.

22) Response to Increase in Recreation Use: Lessor will in good faith, for the included lakes aforementioned in the Project, endeavor to accommodate future increases in public recreation use of the lakes by arranging for the designation of lands for recreation use that are or may become available for such purposes and when such land areas are consistent with the Shoreline Management Plan and/or the operation of Lessor's business.

23) FERC License Conflicts: This Lease is subject to the terms and conditions of the License for the Project. In the event of any conflict between the terms and conditions of this Lease and the terms of the License, it is agreed that the terms of the License shall prevail.

24) Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

25) Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the following insurance coverage and minimum insurance limits:

- a) Commercial General liability insurance from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, with limits of at least \$1,000,000 per occurrence.
- b) Workers' Compensation (including U.S. Longshoremen & Harbor Workers Act if applicable) meeting statutory limits.
- c) Employers' Liability Insurance (including Maritime Employers Liability) of not less than \$1,000,000 each accident.
- d) Automobile Liability Insurance of not less than \$1,000,000 each occurrence.

The Lessee must meet the following additional insurance-related requirements:

1. Insurance coverage must be from the State Insurance Reserve Fund, or where applicable and authorized, with insurance companies with a minimum A.M. Best Rating of A-VII.
2. Lessee shall deliver to Lessor certificates of insurance prior to the beginning of the Lease and within 30 days of each insurance renewal. The certificates of insurance shall list the coverages and limits, the expiration dates and terms of policies and all endorsements

whether or not required by Lessor, and listing all carriers issuing said policies. Lessor shall not be obligated to review any of Lessee's certificates of insurance, insurance policies and/or endorsements or advise the Lessee of any deficiencies in such documents, and any receipt of copies or review by Lessor shall not relieve the Lessee from or be deemed a waiver of Lessor's right to insist on strict fulfillment of the Lessee's obligations. The Lessee shall deliver a certified copy of each insurance policy including all endorsements upon request by Lessor.

3. All insurance policies shall each contain a provision that coverage will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee becomes aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within ten (10) days of receipt of notice of any such action from its carrier. All policies of insurance required shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to their own acts or omissions and not be in excess of, or contributing with, any insurance maintained by Lessor. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program.
4. Should Lessee fail to provide or maintain any required insurance, Lessor shall have the right, but not the obligation, to provide or maintain any such insurance, and to invoice the cost to the Lessee whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following the request for payment.
5. Upon Lessee's contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Lessor shall be named as an additional insured on a policy of insurance covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors. All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to

commencement of any activity and during the performance of any activity, the following types of insurance and minimum coverage limits:

- Commercial General Liability Coverage – \$2 million per occurrence.
- Workers Compensation – Within statutory limits.
- Employer’s Liability – \$1 million each accident.
- Automobile Liability – \$1 million per occurrence.

26) Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements of like kind and quality. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

27) Hazardous Materials: The following items are to be implemented by the Lessee for the Leased Premises:

- a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively “Hazardous Materials”), without Lessor’s prior written authorization.
- b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.
- c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises. Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

- d) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph 27 shall constitute a breach of this Lease, entitling Lessor to terminate this Lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

28) Events of Default; Termination:

- a) The following events shall be deemed to be events of default by Lessee under this Lease (each singularly referred to herein as an "Event of Default"):
- i) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure cannot be cured within sixty (60) days, Lessee shall be in default under this Lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to act to diligently and promptly cure such failure; or
 - ii) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days; or
 - iii) If Lessee fails to satisfy the timelines established in the Site Plan or if an extension is granted by Lessor, Lessee fails to meet the extended timeline and any requirements set by Lessor as a condition of the extension, and fails to notify Lessor and follow the requirements as set out in this Lease; or
 - iv) Any other event of default as specifically addressed in the paragraphs contained herein.
- b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand:
- i) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;

- ii) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution of any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any expenses which Lessor may incur in effecting compliance with the terms of the Lease and Lessor shall not be liable for any damages resulting to Lessee from such actions;
 - iii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the term hereof. Notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination.
- d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorneys' fees.

Upon the termination or expiration of the Lease, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. Lessor, however, shall reimburse Lessee for its contribution to this Lease and its actual cost in all capital improvements, based on a life expectancy and depreciation schedule agreed to by Lessor and Lessee once the capital improvement total cost has been determined and a depreciation schedule has been developed and before the facilities have been installed on site. At the option of Lessor, Lessee shall remove all personal property of Lessee located upon the Leased Premises. If Lessee shall not have removed its personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

29) Termination for Lack of Funding: Notwithstanding any other provision of this Lease, it is understood and agreed by and between the parties that in the event Lessee is unable to obtain funding by appropriation or otherwise to operate and maintain the recreational facilities herein provided beyond the end of

any then-current State fiscal year and so notifies Lessor thereof within sixty (60) days of the final approval of Lessee's appropriations for that coming fiscal year, this Lease shall be considered canceled. Such cancellation shall cause the Lease to terminate as if that was the date originally affixed herein for the expiration of the term hereof and shall not constitute an "Event of Default" as defined herein. Notwithstanding such cancellation, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such cancellation. Lessee agrees to utilize its best efforts throughout the term of this Lease to obtain adequate appropriations or other funding to accomplish the purposes of this Lease.

30) Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

31) Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Leased Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the Lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

32) Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void,

unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

33) **Flooding**: Lessor reserves the unlimited right to back or flood the waters of the Project, the Keowee River and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding may be necessary or convenient in connection with the practical operation of its hydroelectric power plants located or to be located in the future upon the Keowee River. Lessee agrees that any damage it may suffer as a result of such flooding shall not be claimed or charged against Lessor. Lessee hereby waives all claims against Lessor for damages resulting from floods that may occur on the Keowee River or any tributary thereof.

34) **FERC Project Restoration**: Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.

35) **Parties Bound**: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this Lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor.

36) **Survival**: Provisions of this Lease for Termination (Paragraph 28) and Survival (Paragraph 36) shall survive the termination or cancellation of this Lease and shall remain in effect.

37) **Notices**: Wherever in the Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
Director – Public Safety & Recreation Strategy Planning Services
Water Strategy, Hydro Licensing and Lake Services – EC12K
526 S. Church Street
Charlotte, NC 28202

To Lessee: Oconee County, South Carolina
Attn: Scott Moulder, Oconee County Manager
415 South Pine Street
Walhalla, SC 29691

Such addresses may be changed from time to time by notice given hereunder.

38) Recordation: In no event shall this Lease be recorded in any Public Registry or other public records by Lessee or on Lessee's behalf. Violation of the provisions in the immediately preceding sentence shall entitle Lessor to terminate the lease rights granted herein. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded-copy of said Memorandum of Lease.

39) Existing Lease Amended and Superseded: Beginning on the Effective Date, this Lease shall amend, restate, replace and supersede the existing lease dated September 24, 2009, between Lessor and Lessee for the use of the Leased Premises, and such prior lease is of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials this the day and year first above written.

LESSOR:
Duke Energy Carolinas, LLC
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

LESSEE:
Oconee County, South Carolina
a body politic and a political subdivision of the
State of South Carolina

By: _____
Name: _____
Title: _____

Exhibit A

Exhibit B

The following information is provided for your reference. It is intended to be a summary of the key points discussed during the meeting.

The meeting was held on [Date] at [Location]. The attendees included [List of Attendees]. The primary agenda items were:

- Review of the project status and progress.
- Discussion of the challenges faced by the team.
- Identification of potential solutions and next steps.
- Assignment of tasks and responsibilities.

Key findings and recommendations include:

- The project is currently on track, but there are some delays in the [Specific Area].
- It is recommended that we [Action Item] to address these delays.
- Regular communication and reporting are essential for the success of the project.

The meeting concluded with a summary of the action items and a date for the next meeting.

Prepared by: [Name]

PRT OFFICE- 864-888-1488
FAX- 864-888-1489
-General Information
-Building/Shelter Reservations

CHAU RAM PARK- 864-647-9286
SOUTH COVE PARK- 864-882-5250
HIGH FALLS PARK- 864-882-8234

FEE SCHEDULE- Effective 05/01/14

CAMPING:

OCONEE COUNTY RESIDENTS(Per Night)

\$20.00 (All taxes included)
\$25.00-Waterfront Site (All taxes included)
No discounts will be offered with this schedule

NON-RESIDENT FEES(Per Night)

\$25.00 (All taxes included)
\$30.00- Waterfront Site (All taxes included)
No discounts will be offered with this schedule

\$15/night-Winter camping rate (all sites) November 1-Feb 28

****Up to two (2) tents per site or one (1) camper/RV and one (1) tent per site**
****No group discounts. Maximum number of six (6) people per site.**
****Only persons 18 years of age or older may register for campsite. Must have positive ID to register for camping.**

****All Campers must have current license plates or bill of sale pending licensing to be eligible for camping.**

****No camp site can be occupied for more than thirty (30) consecutive days. Campers must move to a different site or exit the park after thirty (30) consecutive days.**

BUILDING RESERVATIONS:

All Building/Shelter Reservations- (864) 888-1488

All buildings and shelters can be reserved from 10:00 a.m.-3:00 p.m. and/or 4:00 p.m.-9:00 p.m. (Chau Ram 4:00 p.m.-Dusk), except for groups over 300 at the Recreation Building. Those groups must reserve for all day. Park gates are locked at 10:00 p.m. with the exception of CHAU RAM Park which locks at DARK. Groups are responsible for clean up after use. Fees must be received within 30 days of making reservation and paid in full prior to the reservation.

****Organized Oconee County youth/scout groups and Oconee County government agencies may qualify for discounts October 1-April 30. Contact PRT office for details.**

RECREATIONAL BUILDING:

Party Size	Rental Fee
1-50	\$50.00(Half Day)
51-100	\$100.00(Half Day)
101-150	\$150 (Half Day)
151-200	\$175.00 (Half Day)
201-300	\$275.00 (Half Day)
301+	\$450.00 (Full Day only)

201+ Persons- Full Day rentals include Patio Deck at High Falls also, if available

PICNIC SHELTERS:

All Wedding activity require a \$100 refundable deposit

Shelter #1 (Chau Ram) max. number of 36	\$30.00	(Half Day)
Shelter #2 (Chau Ram) max. number of 36	\$30.00	(Half Day)
Shelter #3 (Chau Ram) max. number of 12	\$20.00	(Half Day)
Gazebo #1 (Chau Ram) max number of 12	\$20.00	(Half Day)
Gazebo #2 (Chau Ram) max number of 12	\$20.00	(Half Day)

*Pavilion (South Cove) \$50.00 (Half Day)

Point Shelter (High Falls) 1 – 50 persons	\$30.00	(Half Day)
Point Shelter (High Falls) 51 – 75 persons	\$40.00	(Half Day)
Patio Deck (High Falls) 1 – 50 persons.....	\$30.00	(Half Day)
Patio Deck (High Falls) 51 – 75 persons.....	\$40.00	(Half Day)
Patio Deck (High Falls) 76 –100 persons.....	\$60.00	(Half Day)
.. Patio Deck (High Falls) 100 –120 persons.....	\$80.00	(Half Day)

South Cove County Park, Oconee County, SC

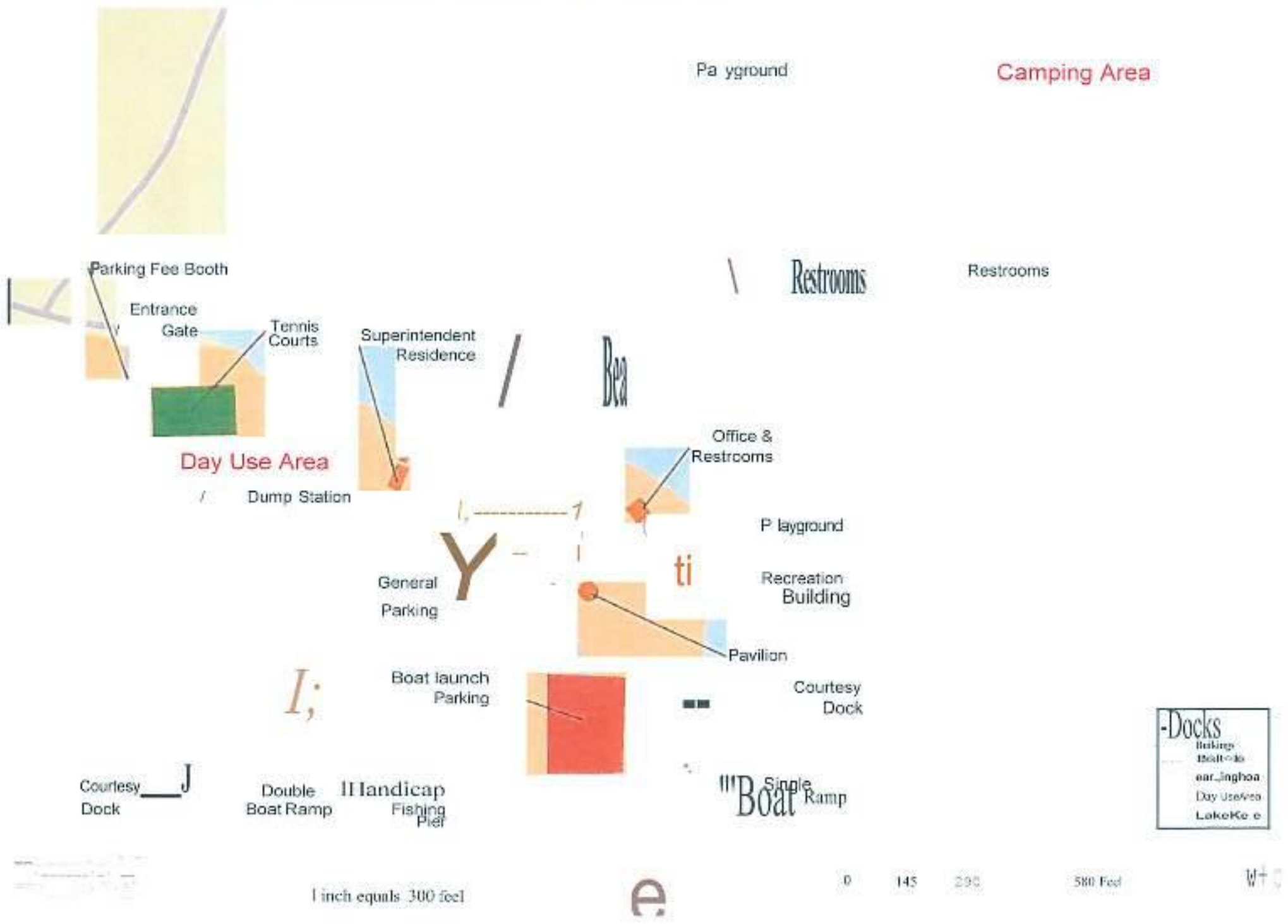


Exhibit C

FERC Order No. 313

TITLE 18 - CONSERVATION OF POWER AND WATER RESOURCES

CHAPTER I - FEDERAL ENERGY REGULATORY COMMISSION, DEPARTMENT OF ENERGY

SUBCHAPTER A - GENERAL RULES

PART 2 - GENERAL POLICY AND INTERPRETATIONS

2.7 - Recreational development at licensed projects.

The Commission will evaluate the recreational resources of all projects under Federal license or applications therefor and seek, within its authority, the ultimate development of these resources, consistent with the needs of the area to the extent that such development is not inconsistent with the primary purpose of the project. Reasonable expenditures by a licensee for public recreational development pursuant to an approved plan, including the purchase of land, will be included as part of the project cost. The Commission will not object to licensees and operators of recreational facilities within the boundaries of a project charging reasonable fees to users of such facilities in order to help defray the cost of constructing, operating, and maintaining such facilities. The Commission expects the licensee to assume the following responsibilities: (a) To acquire in fee and include within the project boundary enough land to assure optimum development of the recreational resources afforded by the project. To the extent consistent with the other objectives of the license, such lands to be acquired in fee for recreational purposes shall include the lands adjacent to the exterior margin of any project reservoir plus all other project lands specified in any approved recreational use plan for the project.

(b) To develop suitable public recreational facilities upon project lands and waters and to make provisions for adequate public access to such project facilities and waters and to include therein consideration of the needs of persons with disabilities in the design and construction of such project facilities and access.

(c) To encourage and cooperate with appropriate local, State, and Federal agencies and other interested entities in the determination of public recreation needs and to cooperate in the preparation of plans to meet these needs, including those for sport fishing and hunting.

(d) To encourage governmental agencies and private interests, such as operators of user-fee facilities, to assist in carrying out plans for recreation, including operation and adequate maintenance of recreational areas and facilities.

(e) To cooperate with local, State, and Federal Government agencies in planning, providing, operating, and maintaining facilities for recreational use of public lands administered by those agencies adjacent to the project area.

(f)(1) To comply with Federal, State and local regulations for health, sanitation, and public safety, and to cooperate with law enforcement authorities in the development of additional necessary regulations for such purposes.

(2) To provide either by itself or through arrangement with others for facilities to process adequately sewage, litter, and other wastes from recreation facilities including wastes from watercraft, at recreation facilities maintained and operated by the licensee or its concessionaires.

(g) To ensure public access and recreational use of project lands and waters without regard to race, color, sex, religious creed or national origin.

(h) To inform the public of the opportunities for recreation at licensed projects, as well as of rules governing the accessibility and use of recreational facilities.

[Order 313, 30 FR 16198, Dec. 29, 1965, as amended by Order 375B, 35 FR 6315, Apr. 18, 1970; Order 508, 39 FR 16338, May 8, 1974; Order 2002, 68 FR 51115, Aug. 25, 2003]

EXHIBIT B

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy Corporation

Mail To: Duke Energy Corporation
c/o Kimberly Demers (DEC 45A)
550 South Tryon Street
Charlotte, North Carolina 28202

Site: 007642
Land Unit: 0057940
Project No.: 007642-3764900

STATE OF SOUTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF OCONEE

**South Cove County Park
Lake Keowee, Keowee-Toxaway Project (FERC No. 2503)**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the rents and covenants set forth in a certain Lease Agreement dated the ____ day of _____, 20__, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“Lessor”), and **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and political subdivision of the State of South Carolina (“Lessee”), Lessor has leased to Lessee that property located in Oconee County, South Carolina, hereinafter referred to as the “Leased Premises” to wit:

All that tract of land containing 46.07 ± acres (42.35 acres and 3.72 acres), lying within and adjoining Lake Keowee, as shown and described on that certain plat entitled “South Cove Access Area,” dated January 15, 2003, attached hereto as **Exhibit A** and incorporated herein by reference.

The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreation area.

The Leased Premises is part of Lessor’s Keowee-Toxaway Hydroelectric Project (FERC No. 2503) (the “Project”), for which Lessor holds a license to operate (the “License”) and which Project is subject to regulatory oversight by the Federal Energy Regulatory Commission (“FERC”).

The Lease shall begin on _____, 20__ (the “Effective Date”), and shall expire at the end of the term of the License granted to Grantor by the FERC effective August 1, 2016 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless

terminated sooner pursuant to Paragraphs 28, 29 or 31 of the Lease. Lessor may terminate the Lease at any time if directed to do so by FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or if necessary to comply with FERC requirements.

The provisions set forth in the aforementioned Lease are hereby incorporated in this Memorandum as though stated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this ____ day of _____, 20__.

LESSOR:
Duke Energy Carolinas, LLC
a North Carolina limited liability company

Witness

By: _____
Name: Eric J. Rouse
Title: Manager, Leasing and Property Management

Witness

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that Eric J. Rouse personally appeared before me this day, acknowledging to me that he signed the foregoing Memorandum of Lease.

Date: _____

Notary Public

My Commission Expires: _____

Notary Name Typed/Printed

(Notary Seal)

[Signatures Continue On Following Page]

LESSEE:
Oconee County, South Carolina
a body politic and political subdivision of the
State of South Carolina

Witness

By: _____
Name: _____
Title: _____

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
_____ (name of officer), as _____ (title of officer)
of Oconee County, a body politic and a political subdivision, on behalf of the county.

My Commission Expires _____
(Notary Seal)

Notary Public

Notary Name Typed/Printed

Exhibit A

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: January 16, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

Resolution 2018-02 "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC ACCESS AREA LEASE AGREEMENT BETWEEN DUKE ENERGY CAROLINAS, LLC, AS LESSOR AND OCONEE COUNTY, AS LESSEE; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution 2018-02 will authorize the execution and delivery of a Public Access Area Lease Agreement and Memorandum of Lease between Oconee County and Duke Energy Carolinas, LLC, in relation to certain property lying within and adjoining Lake Keowee, known as the **High Falls Access Area**, for public parks and recreation purposes. This Lease shall amend, replace, and supersede the existing lease, dated September 24, 2009, between the parties and the prior lease will be of no further force or effect.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by : _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: /

If yes, who is matching and how much:

Approved by : _____ **Grants**

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council pass Resolution 2018-02.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2018-02**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC ACCESS AREA LEASE AGREEMENT BETWEEN DUKE ENERGY CAROLINAS, LLC, AS LESSOR AND OCONEE COUNTY, AS LESSEE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and

WHEREAS, the County desires to execute and enter into a Public Access Area Lease Agreement, a copy of which is attached hereto as Exhibit "A" (the "Lease"), with Duke Energy Carolinas, LLC, a North Carolina limited liability company, ("Lessor") in relation to certain property lying within and adjoining Lake Keowee, consisting of approximately 45.57 ± acres, as more particularly shown on that certain plat of survey entitled "Duke Power Company, Keowee Development, Recreation Site No. 4, High Falls Park," dated January 7, 1981, such property to be used as a public park and/or public recreational area; and

WHEREAS, it is the desire of the County to enter into the Lease for a term beginning on the Lease execution date and expiring at the end of the term of the "License" granted to Lessor by the Federal Energy Regulatory Commission ("FERC") effective August 1, 2016 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless terminated sooner pursuant to Paragraphs 28, 29, or 31 of the Lease; and

WHEREAS, the Lease shall amend, restate, replace, and supersede the existing lease dated September 24, 2009, between Lessor and County, and such prior lease will be of no further force or effect, and

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease and has determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and a Memorandum of Lease (see Exhibit "B" attached hereto), as well as all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. Public Access Area Lease Agreement and Memorandum of Lease Approved. The Public Access Area Lease Agreement and Memorandum of Lease are hereby

approved, and the County Administrator is hereby authorized to execute and deliver the Lease and the Memorandum of Lease in substantially the same forms as Exhibits “A” and “B” attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and the Memorandum of Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

RESOLVED in meeting, duly assembled, this ____ of _____, 2018.

ATTEST:

Katie Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

EXHIBIT A

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy Corporation
Site: 007422
Land Unit: 0057635
Project No: 007422-458726

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

PUBLIC ACCESS AREA
LEASE AGREEMENT WITH
OCONEE COUNTY, SOUTH CAROLINA

High Falls County Park
Lake Keowee, Keowee-Toxaway Project (FERC No. 2503)

THIS LEASE, made and entered into as of the _____ day of _____, 2017, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“Lessor”), and **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and a political subdivision of the State of South Carolina (“Lessee”);

WITNESSETH:

WHEREAS, Lessor holds a license (“License”) from the Federal Energy Regulatory Commission (“FERC”) to operate the Keowee-Toxaway Hydroelectric Project, FERC No. 2503 (“Project”), which impounds the waters of Lake Jocassee including Horsepasture River, Thompson River, Toxaway River and Whitewater River and Lake Keowee including Little River and Keowee River all in South Carolina, and which Project is subject to regulatory oversight by the FERC; and

WHEREAS, Lessor owns that certain property described herein lying within and adjoining the bed of Lake Keowee (the “Lake”) in Oconee County, South Carolina, which is part of the Project; and

WHEREAS, Lessee desires to lease a portion of said Project on the Lake for the purpose of constructing and maintaining a public park and/or public recreational area, containing 45.57 ± acres (29.70 acres and 15.87 acres, labeled as “K-47 Area = 6.42 Ac.” and “K-10 Area = 9.45 Ac.”), lying within and adjoining Lake Keowee, as more particularly shown on that certain plat of survey entitled “Duke Power Company, Keowee Development, Recreation Site No. 4, High Falls Park,” dated January 7, 1981, marked File No. K-10-R4-A1, attached hereto as Exhibit A and incorporated herein by reference (the “Leased Premises”),

and as described in detail on the Site Plan attached hereto as **Exhibit B** and incorporated herein by reference;
and

WHEREAS, Lessor desires to accommodate Lessee's construction, operation and maintenance of a public park and/or public recreation area provided such use does not interfere with Lessor's ability to operate and maintain the Project in accordance with its operating license, other FERC requirements, and its business operations; and

WHEREAS, Article 409 of the License for the Project grants Lessor (as the licensee of the Project) the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy as long as the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational and environmental values of the Project.

NOW, THEREFORE, the Lessor, for and in consideration of the covenants and agreements hereinafter expressed to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the Leased Premises.

1) **Term**: This Lease shall begin on the _____ day of _____, 201____, (the "Effective Date") and shall expire at the end of the term of the License granted to Grantor by the FERC effective August 1, 2016 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless terminated sooner pursuant to Paragraphs 28, 29 or 31 of this Lease. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or, if necessary, to comply with FERC requirements.

2) **Warranties**: In order to induce Lessor to enter into this Lease, Lessee warrants and represents that it has authority to enter into this Lease under _____ or by_____. Lessor represents that it has full and lawful authority to enter into this Lease for lands dedicated to public use by terms of the License for the Project issued by the FERC pursuant to the Federal Power Act.

- a) **Disclaimer of Warranties of Condition:** Lessee accepts the Leased Premises “AS IS.” Lessor makes no warranties or representations as to the conditions of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no representation or warranty, express or implied, and will bear no responsibility as to the existing or future water quality or quantity in Lake Keowee or its tributaries, or the sufficiency or suitability of the Leased Premises for use as a public park and or public recreation site.
- b) **Assignment of Contractor and Vendor Warranties:** Lessor agrees to Lessee’s rights under all assignable contractor or vendor warranties relating in any way to any building, fixture or other improvement located on the Leased Premises, as permitted by the terms and conditions of contractor or vendor warranties.

3) **Rent and/or Other Consideration:** The consideration flowing to Lessor for this Lease is the Lessee’s assumption of responsibility for construction, maintenance and operation of present and future recreation facilities permitted under the terms of the License. Failure by Lessee to maintain and operate the permitted facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this Lease pursuant to Paragraph 28 herein. Should the FERC require additional public recreation facilities within the Leased Premises, Lessor and Lessee shall hold a meeting to discuss the requirement. The procedures set forth in Paragraph 6, Site Plan, shall be followed.

4) **Permitted Uses:** The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreation area and for no other purpose unless it is a compatible use, such as the provision of recreation-related goods and services, which may be permitted on site when authorized in advance in writing by Lessor. Any public park and/or public recreation site may include, but is not limited to, the following types of area development:

- a) **Public Park or Recreation Areas –**
 - i) Areas that have developed recreational facilities, such as picnic tables, picnic pavilions, nature centers, swimming beaches, bathhouses, restrooms, campgrounds, cabins, park stores, restaurants, marinas, waste pump out facilities, gas sales (land or water), challenge courses, maintenance and related structures or facilities that directly support park operations and maintenance, living quarters for park personnel, and other related facilities or amenities; and

- ii) Recreation uses such as picnicking, tent camping, hiking, wildlife viewing, boating, fishing, swimming, and other related outdoor activities.
- b) Access and/or Trail Areas – areas that enable water access via boat launches or piers, or land access via pedestrian, bike or horse trails.
- c) Nature Preserve/Research Areas – areas that provide land for and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

5) **Public Use of Facilities:** Use of any and all public park and/or public recreation area facilities, including such public service/convenience facilities as restrooms, water faucets, public communications equipment, trash receptacles, etc., constructed or placed on the Leased Premises by the Lessee will be open to use by boaters, bank fishing persons and all other public recreation users of the public recreation facilities, during the times and for the applicable fees stipulated in **Exhibit B**. Lessee shall allow public boat launching at the required public boating access areas free of charge, except where fees have been agreed upon with Lessor.

6) **Site Plan:** The Site Plan submitted by the Lessee for development of recreation facilities on the Leased Premises, attached hereto as **Exhibit B**, shall be implemented by Lessee. Any changes to the Site Plan require prior written approval of the Lessor. Additions to or modifications of any facilities will require the submittal to Lessor of detailed plans, including but not limited to, construction plans and elevation drawings. Major additions or modifications will typically require review by other entities and may require FERC approval.

If, as part of this Lease, Lessor approves construction of new facilities, such facilities must be constructed within the timelines set out in the Site Plan. A one (1) year or other appropriate time extension may be considered if the Lessee files a written request with Lessor at least 60 days prior to the construction deadline for any specific facility or facilities, setting forth the reasons why the facility or facilities will not be completed within the allotted timeframe. If an extension of time to complete construction of the facilities is granted by Lessor, additional requirements may be required of Lessee to meet revised regulations or shoreline development guidelines.

Should FERC require additional recreation facilities to be located at the Leased Premises, Lessor will contact Lessee and arrange a meeting to discuss the required additional recreation facilities. At the meeting the specifics of what facilities must be added, where the facilities can be added, an estimated cost for adding the

facilities, and the timing of adding additional facilities should be determined. Lessor and Lessee will then evaluate their available resources to determine how and when the required additional recreation facilities will be constructed, and if those resources will be in dollars, 'in-kind' services or a combination thereof. A revised Site Plan will be developed based on the results of the meeting. Once Lessor and Lessee are in agreement with the revised plan, Lessor and Lessee shall enter into a revised lease.

7) User Fees and Hours of Operation: Lessee agrees that Lessor's employees, third party contractor employees, local law enforcement officials, local environmental and public health officials, and local emergency response crews operating in his/her official capacity will be exempt from user fees. Any proposed changes in the schedule of fees or hours of operation by the Lessee must be submitted in writing to the Lessor at least sixty (60) days prior to proposed implementation and must be approved in writing. Contracts or leases between Lessee and third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation; and must not be executed until Lessee receives written approval from the Lessor. Lessee agrees that user fees as well as any proceeds it collects from third party contracts or leases associated with the Leased Premises will be used exclusively to:

- a) offset Lessee's costs of operation, maintenance, and capital improvements of the Leased Premises or other public recreation facilities for which Lessee is responsible that are also within or adjoining the Project Boundary or within or adjoining a free-flowing section of the Keowee-Toxaway Project, or
- b) offset Lessee's cost of improving its own public recreation department in specific areas that benefit public recreation users of the Project or the aforementioned free-flowing section of the Keowee-Toxaway Project, or

Lessee agrees to submit an Annual Operational Report to assist Lessor in its reporting on shoreline activities and planning efforts to the FERC.

8) Joint Annual Inspection: Lessor and Lessee will perform a joint annual physical inspection of the Leased Premises each year for the term of this Lease to ensure the Leased Premises are being maintained in a safe manner and to the maintenance levels mutually acceptable to Lessor and Lessee.

9) Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter the Leased Premises to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an

eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

10) **Maintenance**: Lessee recognizes it has the continuing responsibility to ensure the constructed and placed facilities are maintained in good repair, including, but not limited to, maintenance of those facilities in the Site Plan and proper erosion control within the Leased Premises and along the shoreline, and agrees to take all reasonable steps necessary to meet this responsibility. Lessee is to maintain all structures and improvements within the Leased Premises in a sound condition and in neat appearance and pay all costs for said maintenance. In the event Lessee fails to properly maintain all buildings and improvements or Lessee fails to obtain budgetary appropriations for the maintenance of the Leased Premises, then Lessor may terminate this Lease and retake possession of the Leased Premises, as set forth in Paragraphs 28 and 29.

11) **Signage**: Lessor will provide to Lessee all information required for signage at the entrance to boat access ramps or other signage as required by the License. Lessee shall erect the signs within 15 days of receipt of said information and maintain the signs during the term of this Lease.

12) **Improvements**: Lessee shall have the right at its own expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the Lease term. However, Lessee shall submit to Lessor for Lessor's review detailed plans, including but not limited to construction plans and elevation drawings of all proposed material alterations or improvements and receive the written approval of Lessor prior to initiating work on proposed alterations or improvements. Dependent on the scope and substance of the proposed alterations or improvements, modification of the Site Plan may be required. Additionally, certain substantive changes may require the approval of applicable local, state and federal agencies prior to submittal of the request to Lessor and in certain situations the Lessor will need to submit Lessee's application to the FERC for approval, prior to issuance of approval by Lessor.

13) **Illegal and Prohibited Uses**: Lessee shall not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any and all applicable governmental authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the

approval of the applicable governmental authority. Prohibited uses under the terms of the Lease include but are not limited to the following:

- a) Sale of alcoholic beverages or drugs;
- b) Gambling (e.g., installation of video gaming machines that pay off, etc.);
- c) Creation or installation of firearm or shooting ranges;
- d) Charging excessive fees;
- e) Establishing predetermined user groups that use specific facilities; and
- f) Excluding any user on the basis of age, sex, race, color, religion, national origin, handicap/disability, or familial status.

14) **Fire Protection**: In the event of a fire within or threatening to the lands or facilities of any park or recreation area which is a part of this Lease, Lessee agrees to assist Lessor with the protection of the park or recreation area against such fire.

15) **Leased Premises Subject to FERC Oversight**: Lessee agrees its use of the Leased Premises will comply with FERC Order No. 313, attached hereto as **Exhibit C**, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Project. Failure by Lessee to maintain and operate the FERC required facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this Lease pursuant to Paragraph 28.

16) **Compliance with State, Federal and Local Laws**: Lessee agrees that its use of the Leased Premises as herein provided shall be consistent with all applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises, and Lessee's use of the Leased Premises shall comply with all applicable Duke Energy Shoreline Management Guidelines and the Shoreline Management Plan. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations at the termination date. Lessee shall be relieved of any responsibility for compliance under this Paragraph 16 if during the Lease term Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use pattern, or causing or allowing any third party to do so.

17) Protection of Environment: All necessary precautions shall be taken during construction and subsequent operation and maintenance of the facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

18) Archaeological Resources: Lessee shall comply with the cultural resources consultation requirements specified in the Lessor's Historic Properties Management Plan for the FERC Project No. 2503 regarding any ground-disturbing activities, inadvertent discoveries, treatment of human remains and funerary objects or significant modifications to the leased facilities and lands. If any archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and the Lessor shall be notified. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

19) Utility Easement: Lessor for itself, successors and assigns, reserves an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, under, along and above the Leased Premises. Lessor also reserves the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures for the purpose of transmitting or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. Lessor will notify and consult with the Lessee as to the plans for the construction of any buildings or structures to be placed within the Leased Premises, necessary to conduct Lessor's business.

20) Reservation of Use: The right to use the Leased Premises for Project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

21) Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the Public Access Areas or its License.

22) Response to Increase in Recreation Use: Lessor will in good faith, for the included lakes aforementioned in the Project, endeavor to accommodate future increases in public recreation use of the lakes by arranging for the designation of lands for recreation use that are or may become available for such purposes and when such land areas are consistent with the Shoreline Management Plan and/or the operation of Lessor's business.

23) FERC License Conflicts: This Lease is subject to the terms and conditions of the License for the Project. In the event of any conflict between the terms and conditions of this Lease and the terms of the License, it is agreed that the terms of the License shall prevail.

24) Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

25) Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the following insurance coverage and minimum insurance limits:

- a) Commercial General liability insurance from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, with limits of at least \$1,000,000 per occurrence.
- b) Workers' Compensation (including U.S. Longshoremen & Harbor Workers Act if applicable) meeting statutory limits.
- c) Employers' Liability Insurance (including Maritime Employers Liability) of not less than \$1,000,000 each accident.
- d) Automobile Liability Insurance of not less than \$1,000,000 each occurrence.

The Lessee must meet the following additional insurance-related requirements:

1. Insurance coverage must be from the State Insurance Reserve Fund, or where applicable and authorized, with insurance companies with a minimum A.M. Best Rating of A-VII.
2. Lessee shall deliver to Lessor certificates of insurance prior to the beginning of the Lease and within 30 days of each insurance renewal. The certificates of insurance shall list the coverages and limits, the expiration dates and terms of policies and all endorsements

whether or not required by Lessor, and listing all carriers issuing said policies. Lessor shall not be obligated to review any of Lessee's certificates of insurance, insurance policies and/or endorsements or advise the Lessee of any deficiencies in such documents, and any receipt of copies or review by Lessor shall not relieve the Lessee from or be deemed a waiver of Lessor's right to insist on strict fulfillment of the Lessee's obligations. The Lessee shall deliver a certified copy of each insurance policy including all endorsements upon request by Lessor.

3. All insurance policies shall each contain a provision that coverage will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee becomes aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within ten (10) days of receipt of notice of any such action from its carrier. All policies of insurance required shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to their own acts or omissions and not be in excess of, or contributing with, any insurance maintained by Lessor. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program.
4. Should Lessee fail to provide or maintain any required insurance, Lessor shall have the right, but not the obligation, to provide or maintain any such insurance, and to invoice the cost to the Lessee whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following the request for payment.
5. Upon Lessee's contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Lessor shall be named as an additional insured on a policy of insurance covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors. All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to

commencement of any activity and during the performance of any activity, the following types of insurance and minimum coverage limits:

- Commercial General Liability Coverage – \$2 million per occurrence.
- Workers Compensation – Within statutory limits.
- Employer’s Liability – \$1 million each accident.
- Automobile Liability – \$1 million per occurrence.

26) **Hazard Insurance**: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements of like kind and quality. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

27) **Hazardous Materials**: The following items are to be implemented by the Lessee for the Leased Premises:

- a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively “Hazardous Materials”), without Lessor’s prior written authorization.
- b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.
- c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises. Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

- d) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph 27 shall constitute a breach of this Lease, entitling Lessor to terminate this Lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

28) Events of Default; Termination:

- a) The following events shall be deemed to be events of default by Lessee under this Lease (each singularly referred to herein as an "Event of Default"):
 - i) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure cannot be cured within sixty (60) days, Lessee shall be in default under this Lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to act to diligently and promptly cure such failure; or
 - ii) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days; or
 - iii) If Lessee fails to satisfy the timelines established in the Site Plan or if an extension is granted by Lessor, Lessee fails to meet the extended timeline and any requirements set by Lessor as a condition of the extension, and fails to notify Lessor and follow the requirements as set out in this Lease; or
 - iv) Any other event of default as specifically addressed in the paragraphs contained herein.
- b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand:
 - i) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;

- ii) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution of any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any expenses which Lessor may incur in effecting compliance with the terms of the Lease and Lessor shall not be liable for any damages resulting to Lessee from such actions;
 - iii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the term hereof. Notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination.
 - d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorneys' fees.

Upon the termination or expiration of the Lease, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. Lessor, however, shall reimburse Lessee for its contribution to this Lease and its actual cost in all capital improvements, based on a life expectancy and depreciation schedule agreed to by Lessor and Lessee once the capital improvement total cost has been determined and a depreciation schedule has been developed and before the facilities have been installed on site. At the option of Lessor, Lessee shall remove all personal property of Lessee located upon the Leased Premises. If Lessee shall not have removed its personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

29) Termination for Lack of Funding: Notwithstanding any other provision of this Lease, it is understood and agreed by and between the parties that in the event Lessee is unable to obtain funding by appropriation or otherwise to operate and maintain the recreational facilities herein provided beyond the end of any then-current State fiscal year and so notifies Lessor thereof within sixty (60) days of the final approval of

Lessee's appropriations for that coming fiscal year, this Lease shall be considered canceled. Such cancellation shall cause the Lease to terminate as if that was the date originally affixed herein for the expiration of the term hereof and shall not constitute an "Event of Default" as defined herein. Notwithstanding such cancellation, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such cancellation. Lessee agrees to utilize its best efforts throughout the term of this Lease to obtain adequate appropriations or other funding to accomplish the purposes of this Lease.

30) Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

31) Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Leased Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the Lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

32) Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

33) **Flooding**: Lessor reserves the unlimited right to back or flood the waters of the Project, the Keowee River and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding may be necessary or convenient in connection with the practical operation of its hydroelectric power plants located or to be located in the future upon the Keowee River. Lessee agrees that any damage it may suffer as a result of such flooding shall not be claimed or charged against Lessor. Lessee hereby waives all claims against Lessor for damages resulting from floods that may occur on the Keowee River or any tributary thereof.

34) **FERC Project Restoration**: Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.

35) **Parties Bound**: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this Lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor.

36) **Survival**: Provisions of this Lease for Termination (Paragraph 28) and Survival (Paragraph 36) shall survive the termination or cancellation of this Lease and shall remain in effect.

37) **Notices**: Wherever in the Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
Director – Public Safety & Recreation Strategy Planning Services
Water Strategy, Hydro Licensing and Lake Services – EC12K
526 S. Church Street
Charlotte, NC 28202

To Lessee: Oconee County, South Carolina
Attn: Scott Moulder, Oconee County Manager
415 South Pine Street

Walhalla, SC 29691

Such addresses may be changed from time to time by notice given hereunder.

38) Recordation: In no event shall this Lease be recorded in any Public Registry or other public records by Lessee or on Lessee's behalf. Violation of the provisions in the immediately preceding sentence shall entitle Lessor to terminate the lease rights granted herein. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded-copy of said Memorandum of Lease.

39) Existing Lease Amended and Superseded: Beginning on the Effective Date, this Lease shall amend, restate, replace and supersede the existing lease dated September 24, 2009, between Lessor and Lessee for the use of the Leased Premises, and such prior lease is of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials this the day and year first above written.

LESSOR:
Duke Energy Carolinas, LLC
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

LESSEE:
Oconee County, South Carolina
a body politic and political subdivision of the
State of South Carolina

By: _____
Name: _____
Title: _____

Exhibit A

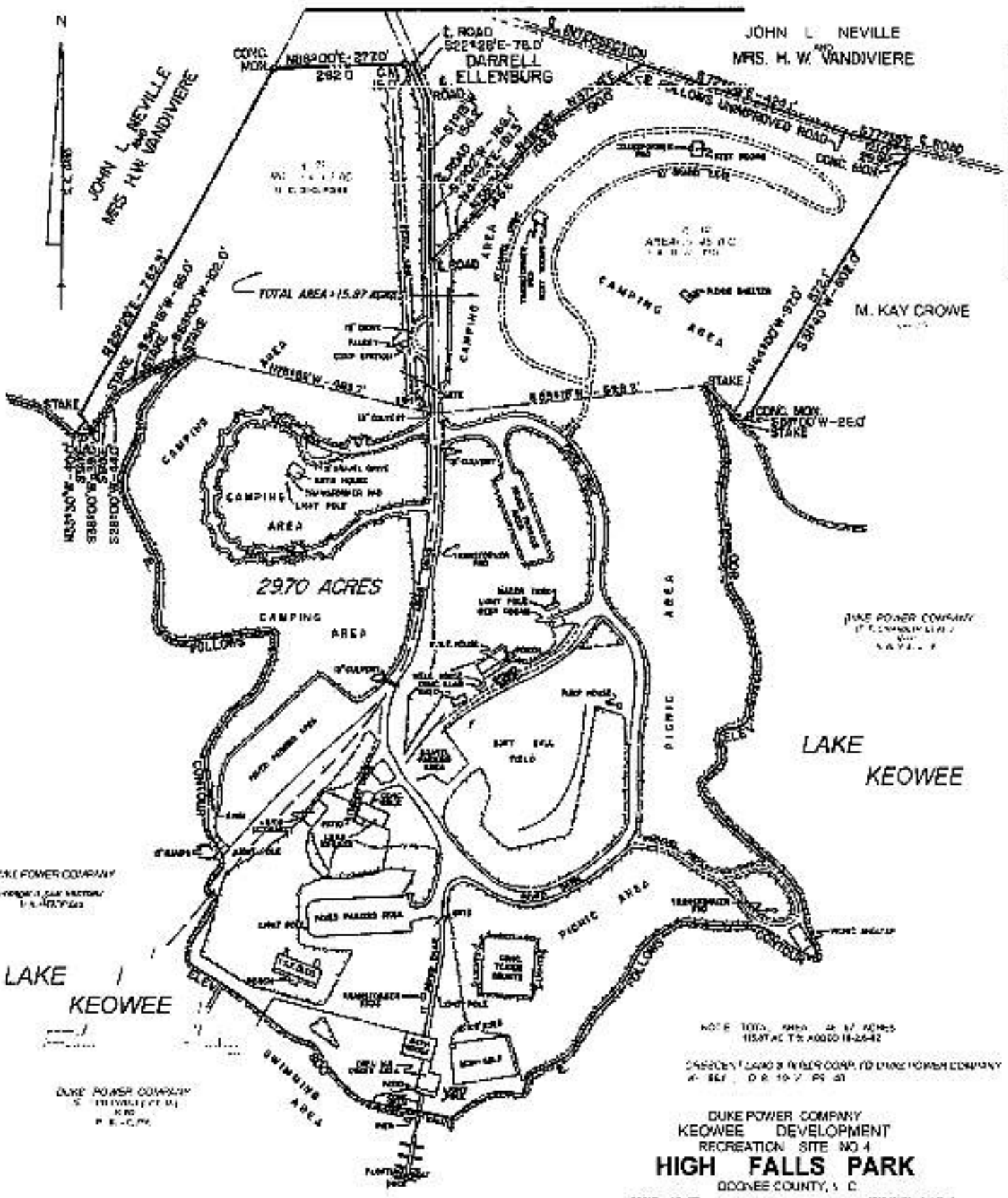


JOHN L. NEVILLE
AND
MRS. H. W. VANDIVIERE

JOHN L. NEVILLE
AND
MRS. H. W. VANDIVIERE

DARRELL
ELLENBURG

M. KAY CROWE



TOTAL AREA = 15.87 ACRES

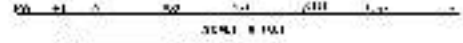
29.70 ACRES

NOTE: TOTAL AREA OF 17 ACRES
ISSUED TO A 0000 18-26-42

DESIGNED BY R. W. B. COOP. FOR DUKE POWER COMPANY
4-26-42, D.P. 10-7-42-20

DUKE POWER COMPANY
KEOWEE DEVELOPMENT
RECREATION SITE NO. 4
HIGH FALLS PARK
DOONEE COUNTY, S. C.

SCALE 1" = 100'
BOOK NO. 1873 JANUARY 7, 1941
FILE NO. 14-10-2141



SCALE 8/101

DUKE POWER COMPANY
ENGINEERING DEPARTMENT
C. H. WATSON

DUKE POWER COMPANY
S. C. DIVISION (P. M.)
K. R.
P. E. C. P.

Exhibit B

1. The first part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

2. The second part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

3. The third part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

4. The fourth part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

5. The fifth part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

6. The sixth part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

7. The seventh part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

8. The eighth part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

9. The ninth part of the document is a list of the names of the individuals who were present at the meeting on the date specified in the caption of this document.

PRT OFFICE- 864-888-1488
FAX- 864-888-1489
-General Information
-Building/Shelter Reservations

CHAU RAM PARK- 864-647-9286
SOUTH COVE PARK- 864-882-5250
HIGH FALLS PARK- 864-882-8234

FEE SCHEDULE- Effective 05/01/14

CAMPING:

OCONEE COUNTY RESIDENTS(Per Night)

\$20.00 (All taxes included)
\$25.00-Waterfront Site (All taxes included)
No discounts will be offered with this schedule

NON-RESIDENT FEES(Per Night)

\$25.00 (All taxes included)
\$30.00- Waterfront Site (All taxes included)
No discounts will be offered with this schedule

\$15/night-Winter camping rate (all sites) November 1-Feb 28

**Up to two (2) tents per site or one (1) camper/RV and one (1) tent per site
**No group discounts. Maximum number of six (6) people per site.
**Only persons 18 years of age or older may register for campsite. Must have positive ID to register for camping.

****All Campers must have current license plates or bill of sale pending licensing to be eligible for camping.**

****No camp site can be occupied for more than thirty (30) consecutive days. Campers must move to a different site or exit the park after thirty (30) consecutive days.**

BUILDING RESERVATIONS:

All Building/Shelter Reservations- (864) 888-1488

All buildings and shelters can be reserved from 10:00 a.m.-3:00 p.m. and/or 4:00 p.m.-9:00 p.m. (Chau Ram 4:00 p.m.-Dusk), except for groups over 300 at the Recreation Building. Those groups must reserve for all day. Park gates are locked at 10:00 p.m. with the exception of **CHAU RAM** Park which locks at **DARK**. Groups are responsible for clean up after use. Fees must be received within 30 days of making reservation and paid in full prior to the reservation.
**Organized Oconee County youth/scout groups and Oconee County government agencies may qualify for discounts October 1-April 30. Contact PRT office for details.

RECREATIONAL BUILDING:

Party Size	Rental Fee
1-50	\$50.00(Half Day)
51-100	\$100.00(Half Day)
101-150	\$150 (Half Day)
151-200	\$175.00 (Half Day)
201-300	\$275.00 (Half Day)
301+	\$450.00 (Full Day only)
201+ Persons- Full Day rentals include Patio Deck at High Falls also, if available	

PICNIC SHELTERS:

All Wedding activity require a \$100 refundable deposit

Shelter #1 (Chau Ram) max. number of 36	\$30.00	(Half Day)
Shelter #2 (Chau Ram) max. number of 36	\$30.00	(Half Day)
Shelter #3 (Chau Ram) max. number of 12	\$20.00	(Half Day)
Gazebo #1 (Chau Ram) max number of 12	\$20.00	(Half Day)
Gazebo #2 (Chau Ram) max number of 12	\$20.00	(Half Day)

*Pavilion (South Cove) \$50.00 (Half Day)

Point Shelter (High Falls) 1 – 50 persons	\$30.00	(Half Day)
Point Shelter (High Falls) 51 – 75 persons	\$40.00	(Half Day)
Patio Deck (High Falls) 1 – 50 persons.....	\$30.00	(Half Day)
Patio Deck (High Falls) 51 – 75 persons.....	\$40.00	(Half Day)
Patio Deck (High Falls) 76 –100 persons.....	\$60.00	(Half Day)
.. Patio Deck (High Falls) 100 –120 persons.....	\$80.00	(Half Day)

High Falls County Parl , Oconee County, SC

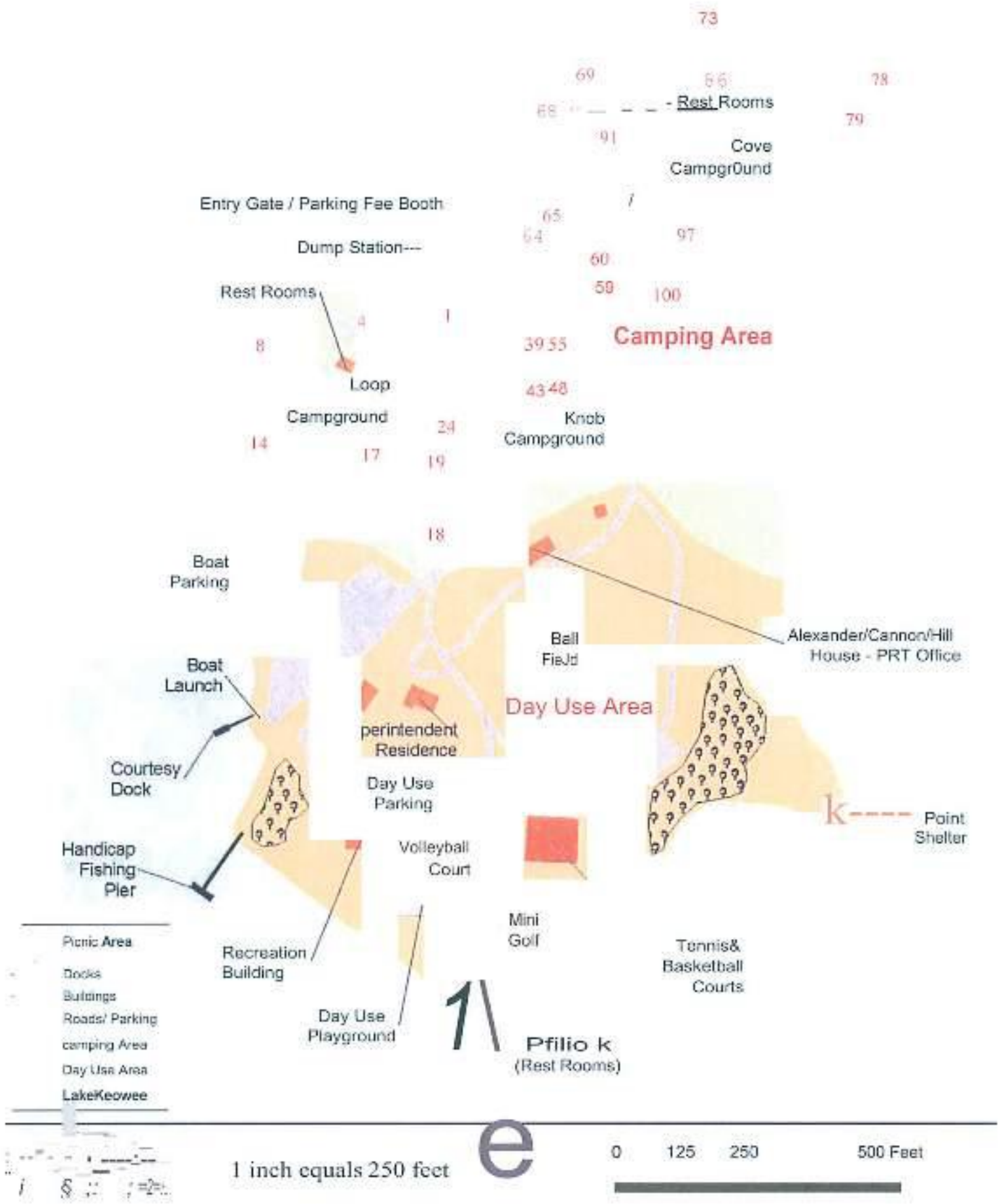


Exhibit C

FERC Order No. 313

TITLE 18 - CONSERVATION OF POWER AND WATER RESOURCES

CHAPTER I - FEDERAL ENERGY REGULATORY COMMISSION, DEPARTMENT OF ENERGY

SUBCHAPTER A - GENERAL RULES

PART 2 - GENERAL POLICY AND INTERPRETATIONS

2.7 - Recreational development at licensed projects.

The Commission will evaluate the recreational resources of all projects under Federal license or applications therefor and seek, within its authority, the ultimate development of these resources, consistent with the needs of the area to the extent that such development is not inconsistent with the primary purpose of the project. Reasonable expenditures by a licensee for public recreational development pursuant to an approved plan, including the purchase of land, will be included as part of the project cost. The Commission will not object to licensees and operators of recreational facilities within the boundaries of a project charging reasonable fees to users of such facilities in order to help defray the cost of constructing, operating, and maintaining such facilities. The Commission expects the licensee to assume the following responsibilities: (a) To acquire in fee and include within the project boundary enough land to assure optimum development of the recreational resources afforded by the project. To the extent consistent with the other objectives of the license, such lands to be acquired in fee for recreational purposes shall include the lands adjacent to the exterior margin of any project reservoir plus all other project lands specified in any approved recreational use plan for the project.

(b) To develop suitable public recreational facilities upon project lands and waters and to make provisions for adequate public access to such project facilities and waters and to include therein consideration of the needs of persons with disabilities in the design and construction of such project facilities and access.

(c) To encourage and cooperate with appropriate local, State, and Federal agencies and other interested entities in the determination of public recreation needs and to cooperate in the preparation of plans to meet these needs, including those for sport fishing and hunting.

(d) To encourage governmental agencies and private interests, such as operators of user-fee facilities, to assist in carrying out plans for recreation, including operation and adequate maintenance of recreational areas and facilities.

(e) To cooperate with local, State, and Federal Government agencies in planning, providing, operating, and maintaining facilities for recreational use of public lands administered by those agencies adjacent to the project area.

(f)(1) To comply with Federal, State and local regulations for health, sanitation, and public safety, and to cooperate with law enforcement authorities in the development of additional necessary regulations for such purposes.

(2) To provide either by itself or through arrangement with others for facilities to process adequately sewage, litter, and other wastes from recreation facilities including wastes from watercraft, at recreation facilities maintained and operated by the licensee or its concessionaires.

(g) To ensure public access and recreational use of project lands and waters without regard to race, color, sex, religious creed or national origin.

(h) To inform the public of the opportunities for recreation at licensed projects, as well as of rules governing the accessibility and use of recreational facilities.

[Order 313, 30 FR 16198, Dec. 29, 1965, as amended by Order 375B, 35 FR 6315, Apr. 18, 1970; Order 508, 39 FR 16338, May 8, 1974; Order 2002, 68 FR 51115, Aug. 25, 2003]

EXHIBIT B

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy Corporation

Mail To: Duke Energy Corporation
c/o Kimberly Demers (DEC 45A)
550 South Tryon Street
Charlotte, North Carolina 28202

Site: 007422
Land Unit: 0057635
Project No.: 007422-458726

STATE OF SOUTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF OCONEE

**High Falls County Park
Lake Keowee, Keowee-Toxaway Project (FERC No. 2503)**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the rents and covenants set forth in a certain Lease Agreement dated the ____ day of _____, 20___, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Lessor"), and **OCONEE COUNTY, SOUTH CAROLINA**, a body politic and political subdivision of the State of South Carolina ("Lessee"), Lessor has leased to Lessee that property located in Oconee County, South Carolina, hereinafter referred to as the "Leased Premises" to wit:

All that tract of land containing 45.57 ± acres (29.70 acres and 15.87 acres, labeled as "K-47 Area = 6.42 Ac." and "K-10 Area = 9.45 Ac."), lying within and adjoining Lake Keowee, as shown and described on that certain plat entitled "Duke Power Company, Keowee Development, Recreation Site No. 4, High Falls Park," dated January 7, 1981, marked File No. K-10-R4-A1, attached hereto as **Exhibit A** and incorporated herein by reference.

The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreation area.

The Leased Premises is part of Lessor's Keowee-Toxaway Hydroelectric Project (FERC No. 2503) (the "Project"), for which Lessor holds a license to operate (the "License") and which Project is subject to regulatory oversight by the Federal Energy Regulatory Commission ("FERC").

The Lease shall begin on _____, 20___ (the "Effective Date"), and shall expire at the end of the term of the License granted to Grantor by the FERC effective August 1, 2016 (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not

including the next new or subsequent license the FERC may issue after the expiration of the License), unless terminated sooner pursuant to Paragraphs 28, 29 or 31 of the Lease. Lessor may terminate the Lease at any time if directed to do so by FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or if necessary to comply with FERC requirements.

The provisions set forth in the aforementioned Lease are hereby incorporated in this Memorandum as though stated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this ____ day of _____, 20__.

LESSOR:
Duke Energy Carolinas, LLC
a North Carolina limited liability company

Witness

By: _____
Name: Eric J. Rouse
Title: Manager, Leasing and Property Management

Witness

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that Eric J. Rouse personally appeared before me this day, acknowledging to me that he signed the foregoing Memorandum of Lease.

Date: _____

Notary Public

My Commission Expires: _____

Notary Name Typed/Printed

(Notary Seal)

[Signatures Continue On Following Page]

LESSEE:
Oconee County, South Carolina
a body politic and political subdivision of the
State of South Carolina

Witness

By: _____

Witness

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by
_____ (name of officer), as _____ (title of officer)
of Oconee County, South Carolina, a body politic and a political subdivision, on behalf of the county.

My Commission Expires _____
(Notary Seal)

Notary Public

Notary Name Typed/Printed

Exhibit A

74

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020		
							District I	District II	District III	District IV	District V	At Large	At Large		
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [<1]		
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hollifield [<1]	Sandra Gray [1]	Ed Land [<1]	Vickie Wilkoughby [<1]	Kim Alexander [<1]	Rex Blanton [<1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Allen Medford [2]	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [<2]	OPEN	Josh Lusk [1]	Charles Morgan [<1]		
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	OPEN	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]		
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Weich [2]		
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith[1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Darlene Greene		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]		
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Caster [2, 1.15]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Martin [P[1.17]]; A. Suddeth [2]; C. Morrison[1.17]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	Alex Vassey	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]							BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1.17)															
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson								
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
[SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED
Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.



NOTES

LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING

Mr. Wayne McCall, Chairman, District II

Mr. Julian Davis, District IV

Mr. Glenn Hart, District V

January 9, 2017

Development of Priorities for Inclusion of Strategic Plan

Mr. Moulder noted the idea for the development of priorities for this year's process for establishing the strategic planning goals was the committees to discuss the goals for the upcoming year based on their respective topics.

Discussion continued to include:

- Still preceding with last year's goals
- Community Impact
- Continued recycling efforts
- Increase in Marketing and Public Announcement and Awareness Campaign and changing the mindset of citizens to relay the importance of recycling as it relates to [1] the environment and [2] financially

No action was taken by the Committee.

Ms. Cammick addressed the Committee highlighting the following:

- EMS / ALS services
- Volunteers provide basic life support
- Emergency personnel that can provide advanced life support services
- Oconee Memorial Hospital [OMH] has provided a partial solution in that a paramedic and EMT will be stationed at Doug Hollow Road from 10:00 a.m. to 10:00 p.m.
- Further information from residents as to what their needs are

No action was taken by the Committee.

2017 Fire Service Year End Update / Chief King

Chief Charlie King addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] highlighting the following:

- Incident Response
- Fire Response
- Emergency Management
- Capital Projects – Apparatus
- Holly Springs Substation
- Training
- Emergency Medical Response
- Career Center Program
- Capital Projects – Facilities
- 2018 Commitments

No action was taken from the Committee.

Discussion regarding Amended Solid Waste Ordinance & Discussion regarding Amended Litter Control Ordinance

Mr. Root recommended to the Committee regarding the amended solid waste & litter control ordinances to study the information and contact him or Mr. Swain Still with any questions before sending to full Council. Mr. McCall noted another meeting before April would be in order. Mr. Moulder noted we could schedule the meeting either January 23rd or January 30th.

Update on Law Enforcement Cleanup Efforts

Mr. Moulder updated the Committee regarding the law enforcement cleanup as a result of the fire that occurred a while back. ServPro has completed their work along with the cleanup. They have completed the upstairs and downstairs and has been signed off by the adjuster. The architects will be drawing the renovation plans and drafting bid documents for the contractors to bid on the work and should be completed within the next four weeks. The HVAC system electrical will have to be redone. There is very little plumbing in this area, which consists of a water fountain and sink. Once the plans have been received and Mr. Scott Carroll has a chance to sign off, we will go to bid.

No action was taken by the Committee.

The next Law Enforcement, Public Safety, Health & Welfare Committee meeting is scheduled for Tuesday, April 17, 2018 to immediately precede or follow the Transportation Committee meeting, which is also scheduled at 5:30 pm.

There is a special Law Enforcement, Public Safety, Health & Welfare Committee meeting scheduled for Tuesday, January 23, 2018 at 5pm.



NOTES

TRANSPORTATION COMMITTEE MEETING

Mr. Glenn Hart, District V, Chairman

Mr. Julian Davis, District IV

Ms. Edda Cammick, District I

January 9, 2018

Discussion & Action Regarding the Following Items:

Emmanuel Church Dr (SE-341) – Staff report of findings for the abandonment of the road from county maintenance

- Citizen that has only residence along the road requested the road by abandoned from county maintenance
- Road has been and currently is a county maintained road
- Road used by general public
- Road is maintained by prescriptive easement
- Sign placed at the road for 30 days posting the proposed abandonment and received no comments
- Staff recommends Committee honor request to abandon the entire portion of Emmanuel Church Drive from county maintenance

Mr. Davis made a motion, seconded by Ms. Cammick, approved 3 – 0, to present to full Council to consent to abandon Emmanuel Church Drive and requires a Resolution from County Council.

Savannah Dr (P-3050) – Update regarding acceptance of the road into the Rudimentary Road Program

- Staff currently assisting the petitioners with contacting parties that would be needed to consent/deny to the acceptance of the road into the Rudimentary Road Program
- Must have consent from all owners
- Further action will be required by all petitioners to accept the conditions of the program and convey a full 50' right-of-way with adequate turnaround

No action was taken by the Committee.

Golden Corner Commerce Park – Update on grading for road and spec building

- Currently constructing ponds and placing fill remover for the proposed road for the building pad
- Weather is a concern

No action was taken by the Committee.

Treasurer's Office Driveway – Update on constructing a one way out driveway for the Treasurer's Office at the Pine Street Administrative Offices

- Staff working with SCDOT to obtain an encroachment permit for the new driveway access

No action was taken by the Committee.

Acceptance of roads into county road system – Discussion regarding streamlining the process to accept roads into the county road system

- Administration and staff have been working to make the process to have roads accepted easier to understand and maneuver
- Staff has developed a draft checklist [copy filed with these minutes] to boil down the pertinent ordinances for the design requirements of roads to be accepted into county maintenance
- Inspection log
- Notarized form
- Plats

No action was taken by the Committee.

Butler School Road, Westminster – Initial Discussion

- Contacted by Habitat for Humanity, which is a subdivision in the municipal limits of Westminster
- Maintain roads in the unincorporated parts of the County
- Do not maintain roads in the municipal limits of cities, with the exception of three roads

No action was taken by the Committee.

Development of Priorities for Inclusion of Strategic Plan

Mr. Moulder noted the idea for the development of priorities for this year's process for establishing the strategic planning goals was the committees to discuss the goals for the upcoming year based on their respective topics.

Discussion continued to include but not limited to:

- Sewer South
- Simplified subdivision road checklist
- GIS
- Plats
- Self-service web site
- Road Ordinance amendment for subdivisions
- Speed deterrents
- Traffic counter
- Parking in front of Lakeview Assisted Living

No action was taken by the Committee.

The next Transportation Committee is scheduled for Tuesday, April 17, 2018 to immediately precede or follow the Law Enforcement, Public Safety, Health & Welfare meeting, which is also scheduled at 5:30 pm.

**Oconee County
Council**

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will meet in 2018 on the first and the third Tuesday of each month [excluding July & August which will meet only on the third Tuesday of the month; April will meet on the second and fourth Tuesday; AND an additional meeting will be held in September] at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

Oconee County Council will also hold a Planning Retreat in February 2018 [TBD] in Council Chambers to establish short and long term goals.

Additionally, Council will meet on January 8, 2019 at 6:00 p.m. in Council Chambers at which point they will establish their 2019 council and committee meeting schedules.

Additional Council meetings, workshops and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2018 on the following dates/times in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health & Welfare [LEPSHW] Committee AND the Transportation Committee at 5:30 p.m. on the following dates: January 9, April 17, July 10 and October 9, 2018. Additionally, the LEPSHW will meet on January 23, 2018 at 5:00 p.m.

The Real Estate, Facilities & Land Management Committee AND the Budget, Finance & Administration Committee at 5:30 p.m. on the following dates: February 13, May 8, August 14 and November 13, 2018.

The Planning & Economic Development Committee at 5:00 p.m. prior to the Council meeting on the following dates: March 6, June 5, September 4 and December 4, 2018.

LEGALS

SALE: The successful bidder, other than the Plaintiff, will deposit with the Oconee County Clerk of Court at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to cost and then to Plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within twenty (20) days, then the Oconee County Clerk of Court may resell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). For complete terms of sale, attention is drawn to the Judgment of Foreclosure and Order for Sale on file with the Clerk of Court for Oconee County. A personal deficiency judgment being waived, bidding will not remain open. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 1.000% per annum. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject

LEGALS

property. Purchaser is responsible for the preparation and filing of their deed.
 Beverly H. White
 Oconee County Clerk of Court
 HARRELL, MARTIN & PEACE, P.A.
 Donald W. Tyler #5664
 Taylor A. Peace #100206
 135 Columbia Avenue, PO Box 1000
 Chapin, South Carolina 29089
 (803) 345-3303
ATTORNEY FOR PLAINTIFF

THE CITY OF WALHALLA

is accepting applications for a meter reader/maintenance worker in the water department. Works in the reading and operation of utility meters and inputs data into a computer. An outdoor all weather job. High School graduate or GED equivalent. Must possess a valid SC Driver's License and good driving record. Job requires reading small print. Must frequently lift and/or move 25 lbs to 100 lbs. Applications will be accepted until position is filled. Applications may be obtained from the City Hall, 295 N. Church Street, BOEVAE.

THE OCONEE COUNTY COUNCIL will meet in 2018 on the first and the third Tuesday of each month (excluding July & August which will meet only on the third Tuesday of the month; April will meet on the second and fourth Tuesday; AND an additional meeting will be held in September) at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina

LEGALS

unless otherwise advertised. Oconee County Council will also hold a Planning Retreat in February 2019 (TBD) in Council Chambers to establish short and long term goals. Additionally, Council will meet on January 8, 2019 at 6:00 p.m. in Council Chambers at which point they will establish their 2019 council and committee meeting schedules. Additional Council meetings, workshops and/or committee meetings may be added throughout the year as needed. Oconee County Council Committees will meet in 2018 on the following dates/times in Council Chambers 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised. The Law Enforcement, Public Safety, Health & Welfare (LEPSHW) Committee AND the Transportation Committee at 5:30 p.m. on the following dates: January 9, April 17, July 10 and October 9, 2018. Additionally, the LEPSHW will meet on January 23, 2018 at 5:00 p.m. The Real Estate, Facilities & Land Management Committee AND the Budget, Finance & Administration Committee at 5:30 p.m. on the following dates: February 13, May 8, August 14 and November 13, 2018. The Planning & Economic Development Committee at 5:00 p.m. prior to the Council meeting on the following dates: March 6, June 5, September 4 and December 4, 2018.

**CALL 882-2375
TO ADVERTISE**

WAKE UP.

BE THE BOSS

The Journal

PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

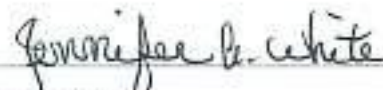
IN RE: 2018 OCONEE COUNTY COUNCIL MEETINGS

BEFORE ME the undersigned, a Notary Public for the State and County above named. This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/13/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/13/2018



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

JENNIFER A WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024